

Solicitors' Journal.

LONDON, JULY 10, 1880.

CONTENTS.

CURRENT TOPICS.

Vice-Chancellor Bacon	683
The Court of Appeal	683
The Master of the Rolls' Cause List	683
The Incorporated Law Society and the Law Stationers	683
Ratification of Contracts by Infants	683
Registration of Trade Marks	684
The Condition of Sale as to Receipt for Rent being Conclusive Evidence of Fulfilment of Covenants of Lease	684
Legal Time	684

LEADERS.

Concerning Solicitors' Letters	684
The Official Referees	685

RECENT DECISIONS.

REVIEWS	686
GENERAL CORRESPONDENCE	687
LAW STUDENTS' JOURNAL	688

CASES OF THE WEEK.

Megson v. Hindle	689
Mitchell v. Henry	689
Herring v. The Erie Railway Company	690
Goodwin v. Vennin	690
Morgan, Re	690
Frith House Paper Mills Company (Limited), Re	690
Westminster Association (Limited) v. Upward	690
Austin v. Mead	691
Austin v. Mead	691
Whitmore v. Farley	691
Lovency v. Smith	691

SOCIETIES.

APPOINTMENTS	692
COMPANIES	694
CREDITORS' CLAIMS	694
LEGISLATION OF THE WEEK	695
LONDON GAZETTES, &c., &c.	695

CASES REPORTED IN THE WEEKLY REPORTER.

Barker v. Hemming (Q.B.Div.)	764
Boyes v. Cook (App.)	764
Bryan, In re, Godfrey v. Bryan (Ch.Div. V.C.M.)	761
Cave, In re, Cave v. Cave (Ch.Div. Fry, J.)	764
Clark, In re, Maddick v. Marks (App.)	753
Du Puy v. Welsford (Ch.Div. V.C.B.)	762
Financial Corporation, In re, Goodman's Claim (Ch.Div. M.R.)	760
Grant, Ex parte, In re, Plumby (App.)	755
Jones v. Monte Vista Gas Company (App.)	758
Lane, In re, Luard v. Lane (Ch.Div. V.C.H.)	764
Maignan's Application, Re (Ch.Div. M.R.)	759
Neake's Will, In re (Ch.Div. V.C.B.)	763
Pyke, Ex parte, In re, McCulloch (Bkcy.)	768
Scar v. Lanson (Ch.Div. V.C.B.)	765
Simpson's Trade-mark, In re (Ch.Div. M.R.)	760
Tynne, Ex parte, In re Tynne (Bkcy.)	767
West Bromwich School Board, In re The (C.P.Div.)	768
Woodhouse v. Walker (Q.B.Div.)	765

CURRENT TOPICS.

VICE-CHANCELLOR BACON has risen for an interval of seven days.

THE COURT OF APPEAL at Lincoln's-inn will, on Monday next, hear appeals from the Probate, Divorce, and Admiralty Division.

THE LIST OF CAUSES for hearing before the Master of the Rolls has rapidly swollen since the beginning of the present sittings, and now consists of about 100 causes, of which about sixty are with witnesses. Besides this his lordship has a very long list of adjourned summonses. With two days a week of the remaining sittings permanently occupied with interlocutory matters, and a possible day or two in the Court of Appeal, there are not more than sixteen days now available for dealing with these formidable lists.

A PARAGRAPH in the report of the Incorporated Law Society for the present year again calls attention to the employment of law stationers to transact non-contentious business in the Probate Division, and intimates that the council are proceeding to put in force the provisions of the Stamp Act, 1870, and the Solicitors' Act, 1880, against certain leading firms of law stationers. The provision of the Stamp Act (section 59) imposes a penalty of £50 on every person who "directly or indirectly acts or practises in any court as an attorney, solicitor, proctor, &c., without having in force at the time a duly stamped certificate"; such penalty to be sued for by information in the name of the Attorney-General. The Solicitors' Act, 1880, provides (section 26) that every person who "in anywise acts as a proctor in or with respect to any proceeding in the Court of Probate without being duly qualified so to act, shall be deemed guilty of a contempt of the court in which the matter or proceeding in relation to which he so acts is brought, had, or taken, and may be punished accordingly, . . . and shall, in addition to any other penalty or forfeiture, . . . forfeit and pay for any such offence the sum of £50." The Associated Provincial Law Societies last year passed a resolution that the practice of employing persons other than solicitors or proctors to act as agents in proceedings in the Probate Court was improper, and should be discouraged. Probably sufficient discouragement will be afforded before long by the result of the proceedings taken by the council.

THE COMMON PLEAS DIVISION had before them last week a point of much nicety, upon which they were divided in opinion. The point turned upon 37 & 38 Vict. c. 62, the Act which provides that no ratification, after full age, of a contract made during infancy shall form a ground of action. The action was for breach of promise of marriage, and it appeared that a promise of marriage had been made by the defendant when an infant; that the conduct of the parties had been to one another that of engaged persons for some years; and that, subsequently to the defendant's coming of age, they had definitely fixed the wedding day. The question was whether there was evidence to go to the jury of a new promise, or merely of a ratification of the old promise. Lord Coleridge, C.J., thought that there was no evidence of a fresh promise, but Denman and Lindley, J.J., thought otherwise. The question of what constitutes the difference between ratification and fresh promise under this statute is a most subtle and annoying one. The view of Lord Coleridge seems to be almost that an old promise is exclusive of the supposition of any new promise, except one in express terms. His argument is, that the parties were really acting with reference to the old promise. When the day was fixed for the marriage neither of them, in fact, contemplated any new promise. It may be admitted that certain facts would be evidence of a promise made after full age, if there were no question of a former promise made before full age; but it is argued that, there being an existing promise, the parties are, in fact, acting with reference to that. It seems to us that "ratification" in its natural signification merely means election to affirm a voidable contract, and does not properly apply in any case where there is a fresh consideration moving from the other party after the attainment by the infant of his majority. In the case in question it appeared that after that event the one party had remained under a contractual relation at the request of the other, in consideration that the other would remain under the same contractual relation. This is, as we think, not mere ratification, but evidence of a new promise, though there was an old promise. Ratification is, we are disposed to think, when there is no ground for an obligation after the coming of age, except the election of the promisor to be bound. There are, however, certain words in the statute which seem entirely to prevent the interpretation we should

otherwise propose of the word "ratification," as distinguished from a fresh promise. The words are "whether there shall or shall not be any new consideration for such ratification after full age." These words make us doubt whether Lord Coleridge was not right. The spirit of the Act seems to be that under no pretext, and in no point of view whatever, shall a person who promised in infancy be made liable; that not only shall an infant not be bound by a promise made during infancy, but that he shall be freed from the operation of it more completely by not being able, under any circumstances, to elect to act upon, and be bound by it. The idea may be that the promiser is otherwise in danger of not being effectively protected. Under the pressure of the existence of the former promise, the promiser is easily induced or entangled into being party to some transaction which amounts to a ratification, and so may be bound to fulfil a promise lightly made without sufficient experience, but the fulfilment of which may ruin his whole future life. In this point of view, the intention may have been as far as possible to make him entirely free, and to insure his being put in the same position as if there never had been a promise. And to effect this, when there has been a previous express promise, it may be that nothing can be evidence of a fresh promise, as distinct from a ratification, but an express and absolutely distinct fresh promise.

IN COMMENTING, some months since, on the case of *Worthington's Trade-Mark*, in which the applicants were refused leave to register a triangular mark for beer on the ground that, if coloured red, it might interfere with the red triangle of Messrs. Bass, which, as registered, appeared to be a mere triangular black blotch, we expressed an opinion that it would be well for trade-marks to be registered in the colours in which they were used. This view receives some confirmation from the case of *Mitchell v. Henry*, noted in another column. That case brings forcibly to light the fact that there is a class of trade-marks, extensively employed in an important trade, which consist solely in colour—that is to say, the trade-marks which consist of arrangements of various coloured threads running through some portion of the edge of a piece of cotton or worsted goods. It is obvious that such trade-marks could not possibly be advertised prior to registration in the usual way, since they would all appear to be the same were they printed in plain black and white; accordingly the registrar, under the powers conferred on him by the Trade-Marks Rules, merely inserts in the *Official Journal* a description of the mark, which is itself deposited for inspection at the Patent Office Museum at South Kensington. Of such marks then, as advertised and registered, colour is an integral and essential feature, and it is difficult to see why manufacturers in other trades should be prohibited from also availing themselves of the colours which may be scarcely less integral or essential a part of their trade-marks. If a piece of cloth can be deposited at South Kensington, why cannot a paper label? If that were done, manufacturers' trade-mark rights would be much more easily ascertainable.

ONE OF THE SPEAKERS at a meeting held last February with reference to the Forfeiture Relief Bill pointed out that, but for the introduction in all conditions of sale of the provision that the last receipt for rent should be conclusive evidence of the performance of the covenants in a lease (which in truth it was not), it would practically be impossible to force the sale of any lease upon a purchaser. It may be worth while to notice that this condition is in process of being considerably increased in stringency. The most recent form we have seen in actual use provides that the last receipt "shall alone be conclusive evidence (and exclude evidence to the contrary) of the due observance and performance of the covenants,

provisoes, and conditions contained in the said lease down to the completion of the purchase, including the interval between the contract for sale and such completion, and of the waiver, as at the time of completion, of any breach of covenant (if any) committed (whether continuing or otherwise, and whether appearing by the abstract or otherwise or not), and no evidence shall be required of the fact of the person or persons receiving such rent being entitled so to receive the same respectively." All that seems to be wanted to make the condition complete is a provision that the last receipt shall be conclusive evidence of the due observance and performance of the covenants in the lease "notwithstanding the lessor may have given notice of his intention to take advantage of a forfeiture incurred." Would the long-suffering purchaser swallow even this provision?

A VERY SMALL BILL, introduced into the House of Commons by Dr. Cameron, proposes to provide that, "whenever any expression of time occurs in any Act of Parliament, deed, or other legal instrument, the time-referred [to] shall, unless it is otherwise specifically stated, be held, in the case of Great Britain, to be Greenwich mean time, and in the case of Ireland, Dublin mean time. We do not see why Scotland should not have been allowed an Edinburgh mean time, but as regards England the change proposed would probably be convenient. Railway time is now the time by which we keep our clocks, and railway time is Greenwich time.

CONCERNING SOLICITORS' LETTERS.

CONSIDERING how large a part of the life of every solicitor is spent in writing or dictating letters, it is surprising how little attention is sometimes paid to the systematic instruction of the articled clerk in this important part of his duty. In most offices, no doubt, he is gradually intrusted with the routine correspondence relating to matters which are placed in his hands, his letters being looked over by the managing clerk or one of the principals, but (speaking, of course, as we must, from our own knowledge) he is comparatively seldom allowed to try his hand on a letter of real importance, requiring much skill and thought. If he is a man of energy and acuteness he may follow the progress of a matter through the letter-book and observe for himself the mode in which difficulties are met and unpalatable proposals laid before the proposer in their least obnoxious form; but the ordinary articled clerk either fancies he has his hands too constantly full of work, or is too indifferent, to undertake the critical examination of letters which have to be sought for among a mass of commonplace correspondence. And so it happens that many solicitors have to learn the art of letter writing after they commence practice and at the expense of their clients. We cannot pretend to supply the needs of the articled clerk, or to furnish any novel suggestions to the experienced practitioner, but it has occasionally occurred to us that some very simple hints on the subject might not be absolutely useless. If those of our readers who are masters in the epistolary art think our suggestions rudimentary, we must beg them to believe that experience in receiving and perusing letters has not convinced us that they are needless. On the contrary, experience has taught us that while many solicitors can write capital letters of one or two kinds, there are comparatively few who are good all-round letter writers. For the art of solicitors' letter writing is divisible into many branches, requiring distinct treatment. Let us take one or two of them, reserving the others for possible future consideration.

In letters written by one solicitor to another on ordinary business matters nothing more appears to be necessary than clearness and conciseness, and a courteous assumption of the technical knowledge of the correspondent. The letter is to be read by a busy man; hence the meaning

of the writer should be expressed in as few words as is consistent with perfect clearness. The writer must, first of all, be sure that he has something to say, for this is pre-eminently a case in which, as Theophrastus Such has put it, "Blessed is the man who, having nothing to say, abstains from giving us wordy evidence of the fact." Having something to say, he must put it as shortly as he can. The difficulty is to be terse without being curt. It has often struck us that the young solicitor of the present day, accustomed as he is to telegrams, is inclined to fall into the error of rather rude curttness. This is not likely to lead to successful correspondence. A man who has written a letter explaining at some length his view of the course to be pursued, does not greatly appreciate a dry reply to the effect that the writer is unable to concur in the course suggested. A still more unwise mode of procedure is for the solicitor to assume a lofty air of superior knowledge in his communications with his professional brethren. There are certain members of the profession who are fond of the formula, "Do you really contend that," &c., or "Do I understand you really to mean that," &c., as though the writer were positively unable to credit the crass ignorance and stupidity of his correspondent. There are others who adopt what we have heard described as the "great coat and walking stick" style of address. They are always referring to what they are pleased to call "the common-sense view of the matter"; "common sense forbids them to believe"—what it is inconvenient for them to admit, and any view opposed to their own is condemned (in case arguments are lacking) as an exceedingly technical way of looking at the question. Now, an expert letter writer holds it to be a cardinal maxim to treat his professional correspondents with respect. It is not safe to sit down to write a letter to a brother solicitor with the idea that he knows less law, or is less acute, than yourself. Some of the best letter writers we know, like the greatest generals in history, invariably frame their tactics on the assumption that they are matched with an excessively clever, wily, and well-informed adversary.

So much for letters from one solicitor to another on ordinary business matters. There is, of course, another class of letters passing between solicitors to which different considerations apply—we mean the letters which, though addressed to a solicitor, are really intended to influence his client or to be used before a court or jury. Here the difficult art of telling a story properly comes into exercise, and there is more scope for eloquence and indignation than in the dry and matter-of-fact communications to which we have hitherto referred. But it is needless to say that these should be sparingly employed, and the writer should be specially careful neither to overstate the case of his client, nor to lose sight of the case of the opposite side. It is a moot point how far it is desirable in these letters to anticipate the adversary's reply, and it is difficult to lay down a rule of general application. Our own impression, however, is that it is always wise, if practicable, to forestall an objection which may prevent the other side from coming in to terms. But, however this may be, it is essential so to frame your letter that you do not afford the opportunity for a crushing reply, and in order to this it is necessary always to have in mind the question, "What answer can be given to this?" There are some little pieces of delusion still attempted to be practised in these letters, which, as they take no one in, might as well be abandoned. One is the practice of saying that the writer will "state frankly the position of matters," or will "deal with the utmost frankness" with his correspondent. We all know what this means, and are instantly on the alert. Another is the practice of representing the client of the writer as a species of colourless jelly-fish, ready to take any shape at the will of the writer. "I really cannot advise my client to consent," &c.—"I should not be justified in asking my client to agree," &c.—such phrases as these are a very unnecessary waste of paper and ink.

THE OFFICIAL REFEREES.

The failure of the provisions of the Judicature Act with regard to the reference of matters unfit to be tried by a jury to official referees has ceased now to excite much comment, but is none the less worthy of serious consideration. These provisions were an attempt to fill up an obvious gap in our existing legal system and to abolish a somewhat scandalous anomaly. It is obviously a monstrous thing that actions should be brought to trial at the assizes, that big briefs should be delivered to leaders and juniors, and that witnesses should be subpoenaed, when everybody knows that after the case has proceeded a short time it will be referred. The judge has no power to compel a reference, but he puts great pressure on counsel, the counsel makes a decent show of protest and resistance, if his client is unwilling to refer, but finally yields, indorses his brief accordingly, and pockets a large fee, not for doing nothing, because he is supposed to have read his brief, but at any rate for doing nothing that has brought much good to his client. A counsel with some conscience may often feel that this mode of disposing of cases is not satisfactory, but he is not to blame; he knows that in most cases the judge is quite right and that the action cannot be satisfactorily tried before a jury. Some judges do undoubtedly insist on references on somewhat insufficient grounds, and we are not sure that it would not really be quite as likely in many cases that are referred that justice would be arrived at by the verdict of a jury as by the award of an arbitrator. There is frequently much talk about complication of accounts, and necessity for examination of plans, and so forth, as rendering a case a more proper subject for the accurate investigation of an arbitrator than the rough justice of the jury; but we believe that not unfrequently the arbitrator is ultimately reduced to just such a rule-of-thumb kind of view as a jury would take, and nothing much is really gained by withdrawing the case from the jury and thus throwing away all the expense of preparing for trial at assizes. Referring is often a tempting way of getting rid of an uninteresting and troublesome case. The pressure of business caused by the work at an assize town proving too much for the time allotted, the desire to clear a big list at the larger places, and such like causes, have frequently as much to do with the reference of cases from *Nisi Prius* as any inherent incapability of being tried in the cases themselves. It has been jocosely narrated how a judge at assizes, hearing counsel inadvertently say that some point in his client's case was as clear as that two and two made four, immediately said that if the case involved figures it had better be referred.

But there are undoubtedly many cases that are unfit to be tried by a jury; and it is a scandal that the useless expense should be incurred of bringing these cases to be tried and afterwards referring them. It may be said that, if the cases cannot be tried by a jury, there is no reason why they should not be tried by a judge without a jury, and the Judicature Act does seem to contemplate a more extensive use of the system of trying by a judge without a jury. But in many cases the judges dislike this mode of trial. They naturally dislike protracted, uninteresting, and laborious inquiries into mere matters of detail involving figures, and the existing system of references which was ingrained into the common law practice before the Judicature Act afforded a means of escaping such inquiries. Moreover, unless there were an increase in the number of judges, they really have not time for such inquiries. But, admitting some system of referring such matters to be a necessity—an unfortunate necessity, perhaps, but still a necessity—it was thought to be a great anomaly that a suitor should be driven for redress to a tribunal altogether private and outside of the judicial system of the country. The result was an attempt to create a class of officials who should act as referees in regard to such matters as the judges might refer to them for report, subject to a certain

amount of supervision by the court. That attempt has led to the appointment of four gentlemen, who draw salaries of considerable amount for, if we mistake not, an amount of work not at all proportionate to the amount of their salaries. In other words, the attempt has substantially proved a failure. For this various causes may be assigned. It will be remembered that when these gentlemen were appointed there was considerable outcry with regard to one, at least, of the appointments. Now, we do not wish to be considered as expressing any opinion whatever as to the merits or ability of the gentlemen appointed. They may be most excellent officials, but in starting a new system, the success of which greatly depends on the creation of public confidence, it is not enough that a person should be appointed who is, in reality, sufficiently fit, if people would only think so. The appointment should be such as to create confidence and confer prestige on the new system. We think we are not doing any wrong to the gentlemen appointed to be official referees if we say that all the appointments were not of this nature.

We think therefore, to speak plainly, that the failure of the system of official referees which the Judicature Act has endeavoured to create is largely attributable to jobbery. Jobbery does not prevail, we believe, with regard to legal matters so much as with regard to many other matters, but it prevails far too much. It has done, and is calculated to do, an inestimable amount of mischief in relation to attempts to create a satisfactory system of minor judicial tribunals. People have, by reason of jobbery, to submit to a great deal of injustice, even in England in the nineteenth century, without much possibility of redress. The county court system has now become of immense utility and importance, but how many appointments to county court judgeships have been little less than disgraceful? But there are, we think, other causes at work to throw difficulty in the way of the establishment of such a system of reference as was apparently contemplated by the Judicature Act. We doubt whether the option given of referring to a special referee is compatible with the successful working of the official referee system. We believe that as long as such an alternative exists, judges, counsel, and solicitors from various motives would, if there must be a referee, be generally disposed to prefer a special referee. The undertaking of references being a considerable part of the practice of men of considerable status at the bar, a special referee quite as likely to command the confidence of the parties as the official referee, and often much more so, can always be procured. This in itself must much lower the *status* of the official referee. He is practically a person whom no suitor need go before unless he likes. The official referee thus does not take the position of a minor judicial officer effectually. If a party is to be obliged to have a referee and pay for him, he naturally would rather choose his own referee than pay fees to the State for the services of the official referee. It does not seem to us that the official referee can ever take his proper *status* as long as he is only an alternative for the special referee to be selected by the parties. And, on the other hand, unless an official could be created of considerable *status*, and for whose competency there was something like a guarantee arising from that *status*, it would be a great hardship that parties should be subject to a compulsory reference to an official referee without alternative, and judges would feel great reluctance in acting on the power of compulsory reference. The question is one of considerable difficulty. It seems anomalous that a large number of cases should practically be denied access to public tribunals—for this is what the system of referring to private individuals substantially comes to. To pay official referees if no one will go before them seems absurd. We doubt whether it will not prove impossible to establish a system of official referees, unless it be made compulsory to go before them. If so, how is it to be secured that they shall be of such a *status* as that this can be safely done?

Recent Decisions.

LIABILITY OF TRUSTEES FOR RETAINING HAZARDOUS SECURITIES.

(*In re Norrington. Brindley v. Partridge*, C.A., 28 W. R. 711.)

A curious notion has long prevailed, and was seriously urged upon the court in *Wilkins v. Hogg* (3 Giff. 118), that, whatever may be the language of the instrument creating the trust, the trustee will be liable for any act or omission which prudent man would not have done or omitted. In other words, according to this view, the creator of a trust is powerless to define or limit the liability of his trustees. In *Sculthorpe v. Tipper* (20 W. R. 276, L. R. 13 Eq. 232) Vice-Chancellor Malins lent some sanction to this notion. He held the trustees of a will liable for the consequences of their omission, during two and a quarter years, to sell shares in an unlimited company which the testator directed them to sell "immediately after my decease, or as soon thereafter as my trustees may see fit to do so," notwithstanding that, as the Vice-Chancellor "believed, the trustees had acted throughout as they thought best for the testator's estate, and with every intention to benefit it, as far as in their judgment was possible." Now, as the trustees would have had a year within which to sell the shares if the testator had only directed them to sell immediately after his death, it is difficult to see what operation was given to the words "or as soon thereafter," &c. They were in effect struck out of the will. In *In re Norrington* a testator left his real and the residue of his personal estate to trustees on trust, "if they shall think proper, to sell the same," &c. The estate included shares in an unlimited banking company and Egyptian bonds. The trustees did not sell the bonds till six years after the testator's death, when they had fallen considerably in value, and they held the bank shares until the company went into liquidation, and a heavy liability accrued in respect of them. Vice-Chancellor Bacon held that the trustees had an absolute discretion under the will to postpone the sale of the securities, and as that discretion had been exercised "honestly and intelligently," they were not liable for the results; and this decision was affirmed by the Court of Appeal. The points to be noticed are, first, that the retention by the trustees of foreign stock of a notoriously fluctuating description, and shares in an unlimited bank, was not considered incompatible with an "honest and intelligent" exercise of the discretion given them by the will; and next, that Lord Justice Baggallay distinguished *Sculthorpe v. Tipper*, on the ground that the words used by the testator in that case showed that he contemplated a sale within the ordinary period; and the other judges laid stress on the fact that in the case before them the discretion was unfettered. For the future, it would seem, a distinction must be drawn in these cases between a fettered and an unfettered discretion.

In *Grocers' Bank v. Murphy*, in the New York city Common Pleas, says the *Albany Law Journal*, Judge Van Hoesen has held that a seat in the Stock Exchange is not property that can be sold on execution. He said: "There is no doubt if a seat be sold the proceeds of the sale, after the payment of claims due to members of the board, may be reached by proper process. This is the view of every court which has had occasion to express an opinion on the subject. It by no means follows, however, that the seat itself may be seized by the sheriff or taken possession of by the receiver. It may well be doubted if a seat in the Exchange be property. It is true that Mr. Justice Miller, of the Supreme Court of the United States, in the case of *Hyde v. Wood* (4 Otto, 523), said that he thought it was property; but the Supreme Court of Pennsylvania, in two carefully considered decisions, in which the decision of Mr. Justice Miller was thoroughly reviewed, came to the opposite conclusion."

Reviews.

CHANCERY PRACTICE.

HAYNES' CHANCERY PRACTICE. By JOHN F. HAYNES, LL.D. Stevens & Sons.

Notwithstanding the number and variety of books of practice published within the last five years, Dr. Haynes has found a missing link between the old books of practice and the Judicature Acts and Rules of Court. He has condensed the whole practice of the Chancery Division in its most recent form into a single volume of moderate size. There are few text-books, especially relating to practice, which do not, more or less, proceed upon the assumption that the head-notes of reported cases are to be taken as accurate statements of the results of the various decisions cited, and the book under notice does not differ in this respect from its predecessors *in pari materia*. It is fair, however, to bear in mind that if the author of a book of practice were to attempt to give extracts from the judgments, or to retail the *dicta* which occur in the numerous reported cases, his book would attain inconvenient dimensions. Dr. Haynes reproduces such points of the old practice as are left untouched, giving for them references to Daniell's Chancery Practice and Forms, the Consolidated Orders, &c., and he adds concise statements as to the new procedure, with references to the rules and reported cases, and thus provides the chancery practitioner with a handbook which, if the subsequently published rules of April, 1880, are taken as *ad denda*, is complete to the present time. Certain special matters, such as the Registration of Trade-Marks, are treated in a somewhat meagre way, and the procedure in the particular instance cited, known only to a small number of practitioners, is not stated with perfect accuracy. Upon the practice in chambers, and the important question of costs, however, the information given is very satisfactory.

BEER DEALERS' RETAIL LICENCES.

THE BEER DEALERS' RETAIL LICENCES ACT, 1880, WITH EXPLANATORY NOTES. By GEORGE CRISP WHITELEY, Barrister-at-Law. Knight & Co.

"The whole of the Licensing Statutes constitutes a labyrinth of chaotic legislation.—Cockburn, C.J. 'It is difficult to find anything clear in the Licensing Acts.'—Blackburn, J. Such are the mottoes which Mr. Whiteley prefix to his little *brochure*, which, in an 'introduction' of thirty-two pages, explains the Act of three sections which passed at the close of last session [see the Act noticed by us, *ante*, p. 436], and gives a 'general explanation of the existing law with regard to the sale of different kinds of intoxicating liquors for consumption of the premises where sold.' This introduction is clearly and intelligently written, and no less than thirty-two cases are abstracted, amongst them those important ones to conveyancers, of which perhaps *Jones v. Bone* (18 W.R. 489, L.R. 9 Eq. 674) is the best known, which bear upon the construction of the familiar covenant in leases not to use the premises as a beer-shop, &c. When we come to the 'notes' upon the Act itself, we regret to find that upon the only legal question which appears to arise out of it, taken by itself—we mean the question whether the Act applies to renewals or not—Mr. Whiteley after stating the arguments on either side with a certain amount of looseness, gives no opinion one way or the other, but contents himself with remarking that 'the fact that in the existing state of the law applications may still be made for the 'beer-off' licences without much chance of refusal, renders the point in question of less importance than it may ultimately become.' We will ourselves rush in where Mr. Whiteley fears to tread, and express the opinion that the Act does not apply to renewals.

General Correspondence.

THE LEASES BILL.

[To the Editor of the *Solicitors' Journal*.]

Sir.—With reference to the correspondence which is going on in your columns as to the Leases Bill, I should like to call the attention of those interested to the following fact, as showing the reason why it is important that some measure of relief on the subject should be passed as early as possible. An action has been commenced by a freeholder of certain property near London against seventy-eight defendants to recover fifty-nine different houses and certain plots of land originally leased by two leases upwards of sixty years ago, but now held under numerous underleases, on the ground that some of the houses are not in such a state of repair as is required by the original leases.

Now, Sir, I assume in this letter that the freeholder's allegation is correct, in which case the plaintiff is entitled to recover, but I cannot see the justice of the principle by which he is at liberty to confiscate the property of those sub-lessees whose houses are in proper condition (the rents of which amount altogether to many hundreds per annum), because it may turn out to be the fact that some one or more of their neighbours' houses are not in such a state of repair as a strict compliance with the terms of the original lease requires.

It is, I submit, a flagrant injustice for those sub-lessees, against whom no complaint can be made, to be put in peril of losing their property, even if the plaintiff's allegation is true that some of the houses are out of repair.

F. M.

ARTICLED CLERKS.

[To the Editor of the *Solicitors' Journal*.]

Sir.—Any one would suppose, from the remarks of your correspondent "H." that Mr. G. R. Dodd proposed to establish further examinations which would not meet with "H.'s" approval.

It seems to me that Mr. Dodd's resolutions extend only to the establishment of scholarships and studentships as better rewards to those who have taken the best places in the examinations already required.

A gentleman who served his articles with me having not long since been a priseman, I am in a position to speak on the subject, and I can say with confidence that he was not less efficient than others who were content with a simple "pass," and he had at least as good a practical knowledge of his profession as others.

I trust your readers will not be led away by "H.'s" arguments, but support Mr. Dodd's proposal.

55, New Broad-street, E.C., July 6. W. ELKX.

[To the Editor of the *Solicitors' Journal*.]

Sir.—Referring to the observations of your correspondent "H." I am sure that many of your readers will not agree with him. Your correspondent's remarks appear to me mostly to apply to examinations generally, and not to the rewards to follow them. I would remind him that the examination for honours is now an accomplished fact, and the proposal of Mr. G. R. Dodd, as I understand it, more particularly but not exclusively, refers to the final examinations, or rather to the honours examinations which would follow them. The studentships and scholarships are intended to be more substantial rewards than are at present given to the most successful candidates. Is "H." prepared to say that those who have taken the highest places in the final examinations, which now date back for several years, are not as good men of business, and have as sound a knowledge of men and things (which your correspondent summarizes as judgment), or, in short, that they have not as good practical knowledge

as other members of the profession? Or would he contend that the members of the bar who have succeeded in gaining studentships have less practical knowledge or have been less successful at the bar than others who are or were supposed to spend more time in work at chambers? It certainly will not be necessary for a man to waste three-fourths of his time in "cramming," as your correspondent puts it, in order to obtain the studentships or scholarships referred to. Of course there are many who wasted their time in various ways in the days that he refers to, as they also do now, but that is not a fair argument against Mr. Dodd's proposal.

I and others of your readers well know that Mr. Dodd has for several years advocated (and not altogether without some success) the raising of the general standard of the final and other examinations, and I trust (and in so saying I express the opinion of many) he will not relax his efforts. Certainly I shall give him my support at the general meeting, and I am convinced that others will do the same.

July, 1880.

VERITAS.

Law Students' Journal.

INCORPORATED LAW SOCIETY.

FINAL EXAMINATION—June, 1880.

The following gentlemen passed the final examination in June last:—

Adkin, H. J.	Collis, E. H.	Hempson, W. E.	Rigbey, James
Aitchison, J. G.	Cotterell, J. N.	Higge, A. G.	Robinson, Alfd.
Akhurst, W. W.	Cowl, W. H.	Hird, G. F.	Robinson, Geo.
Allan, J. B.	Cracknell, H. F.	Hodgkinson, R. E.	Robinson, John
Andrew, A.	Crafter, F. G.	Hodgson, John	Robson, Thos.
Appleyard, W. R.	Cross, Thos.	Hood, Thos.	Rodyk, A. B.
Atkinson, Chas.	Dauncey, Charles	Hughes, H. A.	Rolfe, Henry, jun.
Awdry, Vere	Davies, E.	Hull, R. B.	Rooke, M., B.A.
Bailey, B.	Davison, C. J.	Hussey, A.	Roose, Geo.
Baines, A. A., B.A.	Day, Benj.	Jacques, E. T.	Rose, G. D. F., B.A.
Bannister, Fk.	Dodd, Thos., junr.	Jessop, G. W.	Rose, James, B.A.
Barlow, A.	Douglas, J.	Jewell, G.	Rowe, T. B.
Barton, C. S.	Drafsdale, G. R.	Johnstone, David	Ryland, S. P.
Battiscombe, G. H.	Dury, T. S., B.A.	Jones, M. H.	Sale, Rd., jun.
Baxter, R. D.	Eagleton, C.	Kemball, V. S., B.A.	Salter, W. J., B.A.
Bayley, J. M.	Eccles, Wm.	Kemp, T. S.	Sewell, T. S. :
Bedell, H. P.	Edmonds, J. T.	Kennette, A.	Shaw, H.
Bedford, E.	Elkin, B. A., LL.B.	Kent, F. J.	Shaw, V. K., B.A.
Beavers, C. A.	Ellis, A. G.	Kidney, John.	Shelton, Fras.
Belcher, Thos. Hy.	Ellis, R. S.	King, H. C.	Sherratt, F. W. W.
Bell, J. M.	Eaglefield, F. W.	Knight, R.	Skardon, F. W.
Benham, J. H. S.	Fisher, R. E. H.	Knocker, V. E.	Smethurst, A. L.
Betteley, E.	Flowerdew, F.	Landon, H. P.	Smith, E. T.
Bickford, J., junr.	Fox, J. E.	Lawrence, H. E.	Smithies, T. P.
Bidwell, Alfd.	Freeman, Jas.	Lawson, J. S.	Steel, C.
Birkett, R. P.	Freeman, John.	McKeever, John	Steele, H., B.A.
Bliss, Josh.	Fuller, F., M.A.	Male, Rd.	Stevenson, A. J.
Bolton, G. A.	Galloway, F.	Mallard, E.	Stokes, David
Booth, S. B., junr.	Genn, J. H.	Manby, A. M.	Stone, A. W.
Bott, W. H.	Gover, E. W.	Martin, J. G.	Stoneham, S. D.
Brettingham, L. F.	Grace, T. W.	Maskell, W.	Sykes, A. E.
Broadfoot, B. McP.	Green, H. W.	Mason, Henry, junr.	Symer, J. J.
Broughall, W. H.	Green, W. A., junr.	Meek, J. H.	Synge, F. J.
Bulman, J. C.	Greenop, A. J.	Millar, T. W.	Taylor, C. F.
Burgin, Chas.	Greenop, W. C., junr.	Mills, H. J.	Taylor, H. B.
Burne, W. C. H., B.A.	Hains, J. G.	Moore, C. H.	Taylor, W. E.
Cann, F. W. M., B.A.	Hall, W. D.	Moore, J. E.	Tee, J. H.
Canwarden, W.	Hardman, C. R.	Mortlock, H., B.A.	Thompson, H. B.
Carrick, W. L.	Hardy, B. E.	Moyle, F. B.	Thompson, H. Knowles
Carter, C. H.	Harris, E. B.	Murray, G. MacG.	Thompson, S., B.A.
Caunter, W. A.	Harrison, J. C.	Naylor, Fk. C. T.	Thwaites, Chas.
Chapman, H. P.	Harvey, W. T.	Newton, C. E.	Tinson, C. J.
Cheadle, A. J.	Haviland, Jno.	Nicholson, J. C.	Todd, R.
Chesterman, W. T.	Hayes, F. G.	Norman, Fk.	Turner, W. J.
Claxton, G. T.	Heath, Thos.	Olding, A. N.	Upward, E. F., LL.B.

The number of candidates examined was 287; of these 211 passed, and 76 were postponed. The result of the honours examination is not yet published.

LAW STUDENTS' DEBATING SOCIETY.

The annual meeting of this society was held at the Law Institution, Chancery-lane, on the 6th inst., Mr. A. M. Ellis in the chair. The treasurer's accounts were laid before the meeting, and found to be in a highly satisfactory state, and the Finance Committee presented a report containing sundry suggestions as to using the funds at the disposal of the society. The committee presented their annual report, for which we regret we have not space this week. The following gentlemen were elected officers of the society for the forthcoming session:—Treasurer, Mr. C. E. Barry; secre-

tary, Mr. T. B. Napier; committee, Messrs. G. H. Bower, E. G. Spiers, G. Kirk, J. K. Wright, and W. Bartlett; auditors, Mr. A. M. Ellis and Mr. J. Van Sommer; and the following gentlemen were elected to represent the society at the Social Science Association: Messrs. C. E. Eady, T. B. Napier, and G. H. Bower. Votes of thanks were passed to the retiring members of the committee, namely, Messrs. Ellis, Neale, Lloyd-Jones, and Hemaley.

UNITED LAW STUDENTS' SOCIETY.

A meeting of this society was held on the 7th inst., at Clement's-inn Hall, Mr. D'A. B. Collyer in the chair. The subject for debate, "That this society disapproves of the action of the majority of the House of Commons in refusing to allow Mr. Bradlaugh to take the oath or an affirmation of allegiance," was opened by Mr. Owen. Messrs. Dowson, Renner, Maxwell, and Robinson supported, and Messrs. D'A. B. Collyer (who vacated the chair *pro tem.*), Bumble-Levy, George, and Kains-Jackson opposed Mr. Owen, who replied at a late hour, after which a division was taken, and the motion was carried by six votes.

BIRMINGHAM LAW STUDENTS' SOCIETY.

At a meeting of this society held on Tuesday, the 15th ult., in the Law Library, Mr. Thomas Horton in the chair, a debate took place on the following moot point:—“A., the owner in fee, having made a mortgage to trustees of a building society of which he was a member, and a subsequent equitable charge in favour of B., mortgages the property a third time to C. to secure £50. C. has no notice of B.'s mortgage, but gives notice of his own security to the society. A. now goes to C.'s solicitors and informs them that he is desirous of paying off the mortgage to the society, which by fines, &c., amounts to £500. The solicitor obtains the £500 from C., pays off the building society, and takes up the deeds, the usual statutory receipt being indorsed on the mortgage. Several days later A. executes a mortgage in fee upon the property to secure this £500. 1. Can C. claim priority for the £500 over B.'s security? 2. If so, can he also claim priority for the £50 which he had previously advanced?”—*Prosser v. Rice* (28 Beav. 74); *Peace v. Jackson* (L. R. 3 Ch. 576). See also *Marsh v. Lee* (White and Tudor's Eq. Casas, 5th ed. vol. 1, p. 659). The speakers in the affirmative were Messrs. Hooper, Robinson, and Barber, and the negative was supported by Mr. C. J. Edwards. After a careful summing up by the chairman, the question was put to the meeting and carried in the affirmative. A vote of thanks to the chairman concluded the meeting.

At a meeting of this society held in the Birmingham Law Library, on the 29th ult., Mr. F. W. Lowe in the chair, a debate took place upon the following moot point:—“That in actions by tradesmen to recover for ‘necessaries’ supplied to infants, the jurisdiction of the judge, in the determination of the questions whether the articles are or are not ‘necessaries,’ should be enlarged”—*Ryder v. Wombwell* (L. R. 3 Eq. 99); *Simpson on the Law of Infants*, p. 84; *SOLICITORS' JOURNAL*, vol. 9, part 1, p. 260. The speakers in the affirmative were Messrs. Rogers, Cochrane, and Barrows, and on the negative Messrs. O'Connor, Phillips, Davis, and Blore. After a careful summing up by the chairman, the question was put to the meeting and decided in the affirmative by a majority of four. A vote of thanks to the chairman concluded the meeting.

A correspondent of the *Albany Law Journal* writes from Yokohama:—“One of those curiosities of procedure which crop up at times in the most unheard-of way, came under my notice recently and may interest you. It is that of a divorce of husband and wife on board *The Bullion*, one of our American ships, in the course of her voyage from New York to Japan, pronounced by her worthy captain, arrayed for the time with the authority of the Chancellor. The record of the proceeding as entered by the captain upon the ‘log’ of the ship is as follows: ‘Feb. 6, at seven p.m., lat. 40° 30' S., long. 158° 32' E., Charles Brown, cook, and Harriet Brown, stewardess, separated as man and wife, with their own free will and accord, dividing their clothes, and signed clear of each other for ever as man and wife, each taking separate rooms.’”

Cases of the Week.

WILL—CONSTRUCTION—GIFT TO CHILDREN—ILLEGITIMATE CHILD.—In a case of *Megon v. Hindle*, before the Court of Appeal on the 1st inst., the question arose whether, under a gift by a testator in favour of the children of his daughter, an illegitimate child of the daughter could take. The testator bequeathed to the illegitimate child by name a sum of £500, describing him as his grandson, and as the son of his daughter. And he devised and bequeathed certain real and personal estate to trustees, on trust for the “children” of his daughter. It was contended that, as the testator had described the illegitimate child as his grandson, and as the son of his daughter, he must be taken to have used the word “children” in the other gift with the intention of including him. JESSEL, M.R., was of opinion that the separate provision for the illegitimate child was an indication of the testator's intention that he was not to take under the gift to “children,” and that that word must be confined to legitimate children. The Court of Appeal (JAMES, COTTON, and THURGOOD, L.J.J.) affirmed this decision.—*SOLICITORS, Johnson & Weatherall; Milne, Riddle, & Mellor*.

TRADE-MARK—REGISTRATION—INFRINGEMENT—EVIDENCE—USAGE OF TRADE.—In a case of *Mitchell v. Henry*, before the Court of Appeal on the 28th ult., an important question arose with regard to the evidence on which the court ought to act in determining whether there has been an infringement of a trade-mark. The plaintiffs had registered a trade-mark for worsted stuffs. It was advertised in the *Trade-Marks' Journal* of the 13th of January, 1877, and was thus described:—“A white selvage on each side of the piece, having a red and white mottled thread interwoven the full length of the selvage, between the edge of the piece and the edge of the selvage.” No representation of the trade-mark was printed in the journal, as is usually the case, but the following note was added to the description:—“A specimen of this mark is now on view at the Patent Office Museum, South Kensington.” The specimen deposited at the museum was an undyed specimen of the goods to which the plaintiffs applied the mark. The goods were mohair goods, and were known in the market by the name of “Brilliantine.” When sold they were dyed black, but the deposited specimen was undyed. The woof of the whole piece, as undyed, was white mohair. The warp of the body of the piece was black mohair. The warp of the selvage was composed entirely of white cotton, with this exception, that between the inside and outside edges of the selvage, and at a distance from the inside edge equal to about one-third of the whole width of the selvage, there ran the “red and white mottled thread” mentioned in the description in the journal. The appearance of the undyed fabric was light grey with a white border, a red and white line running through the border. When dyed the whole fabric (including the selvage) appeared to be black, but the selvage was not of so deep a black as the rest of the piece. The red and white thread became when dyed of a very dingy hue, but was perfectly distinguishable. The defendants manufactured goods of a similar description, using, however, in their selvage a mottled thread of three colours—red, yellow, and white—instead of two, and placing this thread along the inside edge of the selvage. When undyed, their goods were of a darker grey than those of the plaintiffs, and the selvage was rather grey than white. When dyed black there was scarcely any difference between the appearance of the plaintiffs' and the defendants' goods, except in the position of the mottled thread in the selvage, though the defendants' selvage was of a somewhat lighter hue than the plaintiffs'. The plaintiffs alleged that the defendants' selvage was an imitation of theirs, and by their writ they claimed an injunction to restrain the defendants from infringing it. The plaintiffs moved for an *interlocutory injunction* until the trial of the action, and Jessel, M.R. (*vide ante*, p. 522), refused the application, holding that there had been no infringement. He said that the plaintiffs had registered a white selvage as their trade-mark, while they were actually using a black selvage. This was fatal to their claim. Moreover, the defendants were using a black selvage, and that could not be an imitation of what the plaintiffs had registered, which was a white selvage.

There was also the difference between the defendants' mottled thread and that of the plaintiffs'. Evidence had been adduced to prove that the selvages actually used by the plaintiffs and the defendants, though nearly black in appearance, were known in the trade as white selvages. But his lordship refused to look at this evidence, and said that no amount of evidence would convince him that black was white. He accordingly dismissed the motion with costs. The Court of Appeal (JAMES, COTTON, and THESIGER, L.J.J.) were of opinion that this was not the proper mode of disposing of the case. They held that the plaintiffs ought to be allowed to show by the evidence of experts that the term "white selvage," as understood in the trade, would include the selvage actually used by the plaintiffs. But, there being a conflict of evidence on this point, and also on the question whether the defendants' goods were calculated to deceive, their lordships were of opinion that the matter ought to be decided at the trial of the action and not upon an interlocutory motion. They accordingly discharged the order of the Master of the Rolls, and ordered the motion to stand over to the trial, requiring the defendants to keep an account, and making the costs costs in the action.—SOLICITORS, *Paterson, Snow, & Bloxam; W. & J. Flower & Nussey.*

PRACTICE—SPECIALY-INDORSED WRIT—FINAL JUDGMENT—LEAVE TO DEFEND—QUESTION TO BE TRIED—DISCRETION OF JUDGE OF FIRST INSTANCE—APPEAL ORDER 14.—In a case of *Herring v. The Erie Railway Company*, before the Court of Appeal on the 23rd ult., an appeal was brought from the refusal of Jessel, M.R., to allow the plaintiff to enter immediate final judgment upon a specially-indorsed writ under order 14. His lordship was of opinion that there was a serious question to be tried, and that the action must go on to trial in the ordinary way. The Court of Appeal (JAMES, COTTON, and THESIGER, L.J.J.) declined to alter this decision. They said that, though the opinion of the judge of first instance was not absolutely conclusive, yet, when he had expressed an opinion that there was a serious question to be tried, the Court of Appeal ought not to reverse his decision except upon very strong grounds. They should be able to see very clearly that the defendant was merely trying to gain time. Their lordships were not satisfied that the decision in the present case was wrong, and therefore they dismissed the appeal, and ordered that the respondents should have their costs of it in any event.—SOLICITORS, *Taylor & Hales; Ashurst, Morris, & Co.*

TRADE-MARK—SIMILARITY—INFRINGEMENT—INJUNCTION—FRAUD—COSTS.—In a case of *Goodwin v. Vennin*, before the Master of the Rolls on the 2nd inst., the plaintiffs were the registered owners of a trade-mark in respect of tobacco, and consisting of a judge's head, with the words above "Old Judge sun-creed Virginia smoking tobacco," and the name of the plaintiffs underneath. The defendants had recently registered a trade-mark consisting of the full figure of a judge dancing with a pipe in his mouth, and an interwoven scroll with the words "Young Judge tobacco and cigarettes," and the name of the defendants. The plaintiffs moved for an injunction to restrain the infringement of their mark, and they adduced evidence showing that their tobacco was well known in the market as "Old Judge," or "Judge" tobacco, but there was no evidence that any person had been actually deceived by the defendants' labels. Some of the witnesses deposed that if they heard the word "Judge" applied to tobacco they should consider it meant the plaintiffs' tobacco. JESSEL, M.R., was of opinion on a comparison of the two marks, that the defendants' mark did not so closely resemble that of the plaintiffs' as to be calculated to deceive. As to the other ground on which the motion was based, that the defendants had taken their mark with the view of passing off their goods as those of the plaintiffs, he said he did not think the evidence was sufficient to entitle him to interfere on the interlocutory application. There was no evidence that any person had been actually deceived, and therefore he should make no order on the motion, and the costs would be costs in the action. He added that, although he did not interfere at present, he could not approve of the mark the defendants had taken, and they had evidently gone as near to the plaintiffs' as they could without infringing the law. It was, in his opinion, the duty of traders in taking a new mark to

use such a distinctive device as could not possibly deceive. SOLICITORS, *Allen & Greenop; W. & A. Rankin Ford.*

ARTICLED CLERK—LEAVE TO CARRY ON BUSINESS DURING ARTICLES—SOLICITORS' ACTS—PRACTICE—MODE OF APPLICATION.—In a case of *Re Morris*, an articled clerk, before the Master of the Rolls on the 2nd inst., an application was made to the court for leave for the applicant during his articles to carry on a certain business. JESSEL, M.R., said that the application was irregular, that the proper practice in such a case was to issue a summons and serve the Clerk of the Petty Bag with a statement of the facts. If the application was regular the statement was forwarded by the clerk of the Petty Bag to the Incorporated Law Society, and they made a report to him (the Master of the Rolls). If the Law Society did not assent to the application, then they would appear by counsel before him and oppose. In the present case there had evidently been some mistake, and the matter must go to the Clerk of the Petty Bag in the usual way.—SOLICITOR, *Banyard.*

COMPANY—WINDING-UP PETITION—TITLE OF PETITION—COMPANIES ACTS, 1862, 1880.—In a case of *Re Frith House Paper Mills Company (Limited)*, before the Master of the Rolls on the 2nd inst., it was stated that the registrar refused to draw up an order on a winding-up petition on the ground that the petition was entitled, "In the matter of the Companies Acts, 1862—1880," instead of "In the matter of the Companies Acts, 1862 and 1867," according to No. 1 of the General Orders under the Companies Act, 1867. It was submitted that the petition was entitled in the right way, under section 1 of the Companies Act, 1880, which allowed all the Acts to be cited as the Companies Acts, 1862—1880, and that it was not necessary that any matter arising especially on the Acts subsequent to 1867 need appear in the petition for the petition to be entitled in that way. JESSEL, M.R., said that, in his opinion, the registrar was right in his objection. The only Winding-up Acts were the Acts of 1862 and 1867, and in the heading of a winding-up petition it was not correct to refer to any other Acts. The object of section 1 of the Act of 1880 was to enable all the Companies Acts, where necessary, to be cited, shortly, as the Companies Acts, 1862 to 1880. In the present case he should not require the petition to be re-advertised, but would allow the applicant to amend the indorsement.—SOLICITORS, *Emmet & Son.*

PRACTICE—EX PARTE INJUNCTION—ACTION BY COMPANY IN LIQUIDATION—UNDERTAKING IN DAMAGES—LIQUIDATOR—INDORSEMENT OF BRIEF BY COUNSEL.—In a case of *Westminster Association (Limited) v. Upcward*, before the Master of the Rolls on the 2nd inst., an *ex parte* injunction had been obtained in the action, which was one by a company in liquidation, to restrain the defendant from dealing with certain shares mentioned in the writ, but by some mistake the order had been drawn up so as to include all, instead of part only, of the shares therein mentioned, and as to which it was desired the injunction should extend. It also appeared that the undertaking in damages had been given by the plaintiff company instead of the official liquidator. An application was now made for an adjournment to answer the defendant's affidavit, and counsel for the plaintiffs offered to limit the injunction, as he had intended it, by the indorsement on his brief, and also to give the undertaking of the liquidator. The fact had been mentioned to the court that the plaintiffs were a company in liquidation, as leave to institute the action had at the same time been asked. JESSEL, M.R., said that there had been some mistake on the part of the plaintiffs' solicitor in not limiting the order as intended, and that as to the undertaking that was inserted in accordance with the general direction given to the registrars, but the attention of the registrar could not have been called to the fact that the plaintiffs were a company in liquidation, which it was the solicitor's duty to have brought to his notice. Had it been so brought to his notice, the registrar would as a matter of course have inserted the undertaking of the liquidator or not drawn up the order, and it was always proper for counsel to indorse on his brief that the undertaking by the liquidator was given. He should now amend

the order and allow the liquidator to give the undertaking as to the limited number of shares, and that would date back to the original order.—SOLICITORS, *Gedge & Co.*; *John Holmes.*

DONATIO MORTIS CAUSA—BANKER'S DEPOSIT NOTE.—In a case of *Austin v. Mead*, before Fry, J., on the 21st ult., the question arose whether a testator had made a valid *donatio mortis causa* to his wife of part of a sum for which he held a banker's deposit note. The note was for the sum of £2,700, and the money could be withdrawn only on giving seven days' notice to the bankers. Two days before the testator's death he told a friend, in the presence of his wife, that he wished to give her £500, part of the £2,700. At his request the friend filled up a notice to withdraw the money, and the testator signed it and sent it to the bank by the friend. This was on the 23rd of May. The deposit note had on the back of it an ordinary form of a banker's cheque. The friend at the testator's request filled up this form with the sum of £500, and the testator signed it. The cheque directed payment of the £500 to himself or bearer. He died on the 25th of May. He gave no directions as to the disposal of the balance of the £2,700. The practice of the bankers was, when a customer withdrew a part of a deposit, to give him a new note for the balance. Fry, J., held that there had not been a valid *donatio mortis causa*. He said that a gift of a deposit note with a view to give the whole sum secured by it had been held to be a good *donatio mortis causa*, but a gift of a cheque not payable during the testator's life had been held to be not a good *donatio mortis causa*. He thought that the present case was analogous to the latter class of decisions. The effect of the notice to withdraw was to set the £2,700 free on the 30th of May, and upon that fund the testator drew a cheque which was not payable until that day. His lordship thought that, looking at all the circumstances, and at the practice of the bank as to giving a new deposit note for the balance not withdrawn, the delivery of the note was not made by the testator with the intention of giving either it or the money secured by it, but his intention was to give the cheque for £500, and, as that did not become payable until after his death, it was, according to the authorities, not a good *donatio mortis causa*.—SOLICITOR, *T. Noton.*

DONATIO MORTIS CAUSA—BILL OF EXCHANGE.—In a case of *Austin v. Mead*, before Fry, J., on the 29th ult., the question arose whether there had been a valid *donatio mortis causa* of some bills of exchange. Shortly before his death the testator in this action handed the bills of exchange (which were payable to himself or order) to a friend, asking him to present the bills when they became due, and to receive the money from the acceptor, and hand it to his (the testator's) wife. The testator did not indorse the bills. He died before they became due. There being a conflict in the authorities on the point, Fry, J., reserved his judgement, and, after considering them, he said that he was prepared to follow the case of *Veal v. Veal* (27 Beav. 303), and to hold that there had been a valid *donatio mortis causa* to the wife.—SOLICITOR, *T. Noton.*

AGREEMENT CONTRARY TO PUBLIC POLICY—STIFLING A PROSECUTION FOR FELONY—DEPOSIT OF DEEDS—DECLARATION OF TITLE.—In a case of *Whitmers v. Farley*, before Fry, J., on the 2nd inst., the action was brought to enforce a charge on the separate property of a married woman which she had agreed to give to the plaintiff. On the evidence his lordship came to the conclusion that the agreement had been entered into in consideration of the plaintiff's withdrawing a charge which she had made before a magistrate against the husband of the married woman of wrongfully converting to his own use some securities which the plaintiff had deposited with him. And, on this ground, though the objection had not been taken by the defendant, his lordship held that the agreement could not be enforced. In pursuance of the agreement some deeds representing the separate estate of the married woman had been deposited with some bankers in the names of trustees, and there was a counter-claim for the delivery up of these deeds. There was a prior mortgage on the property in favour of a person who was not before the court. This being so, his lordship said that he could not make an order for the delivery up of the deeds, but he thought that the deeds being in *modio* he ought to make a declaration that, as between the parties to the action, the

defendant was entitled to them, notwithstanding the argument that the court would not assist either party to an agreement which was contrary to public policy.—SOLICITORS, *F. Bradley; Remnant, Penney, & Grubbe.*

PARTIES—ACTION TO RECTIFY MARRIAGE SETTLEMENT.—ORD. 16, R. 9, 10—15 & 16 VICT. c. 86, s. 51.—In a case of *Lovett v. Smith*, before Denman, J. (sitting for Fry, J.), on the 6th inst., a question arose as to parties. The action was brought by a widow to rectify a settlement of her property, which had been made upon her marriage with her deceased husband. The effect of the settlement was to give one-half of the property (subject to the life interest of the plaintiff) to the next of kin of the deceased husband. One of the next of kin (who were five or six in number) and the trustees of the settlement were made defendants. The defendant next of kin objected, by his statement of defence, that all the next of kin ought to have been made parties. No order had been made authorizing the defendant to defend the action on behalf of the other next of kin. DENMAN, J., at first expressed some doubt whether the court could, in the absence of the other next of kin, pronounce a judgment which would bind them, and whether the court would treat one of a class as representing the class, except in a case where the class was so numerous that it would be practically impossible to make them all parties. But ultimately he came to the conclusion that he ought to allow the trial to proceed in the actual state of the record. He said that he was sent to try witness causes for Mr. Justice Fry, and it was very unfortunate that in almost the first case tried before him there should have arisen a somewhat nice question of practice which he did not feel competent to decide without the greatest misgiving. But he must do the best he could to construe the provisions of the Judicature Rules, and the Chancery Amendment Act. And he thought he ought not to refuse to go on with the trial, and that he could properly adopt the course which had been suggested by the plaintiff's counsel, and assented to by the counsel for the trustees—viz., to give judgment, and then, if necessary, to suspend the drawing up of the judgment until notice should have been served on the other next of kin, so as to give them an opportunity of coming in and opposing the judgment if they should think fit to do so. There was no suggestion that there was any difference between the interests of the next of kin, or that the matter would not be as well contested by the one who was before the court as by any of the others. The trial of the action was accordingly proceeded with.—SOLICITORS, *Hiffe, Russell, & Co.; R. S. Taylor & Son; Pauls & Fawcett.*

The Board of Trade have issued a circular calling attention to a Bill which has been brought in by Mr. Whitwell, Mr. Norwood, Mr. Mackintosh, and Mr. Lewis Fry, and which is entitled "Partnership (No. 2) Bill," a Bill to consolidate and amend the Law of Partnership." Mr. Farrer, the assistant secretary, in the letter, remarks that the Bill, besides codifying the existing law, introduces fundamental changes into it. "1. It legalizes, under the name of limited partnerships, the form of association known as commandite, in which certain partners conduct the business and are liable to an unlimited extent for its debts, while other partners, who take no part in the management of the business, are liable only to the extent of the amount which they contribute. 2. It repeals the law adopted after much discussion so recently as 1865, under which it was distinctly made lawful for one who is not a partner to lend money to a trader in consideration of receiving a share of profits by way of interest, and it makes such loans impossible in future except under the form of a registered commandite partnership. 3. It requires every person or partnership in England carrying on business of any kind, under any name other than the name or names of the acting person or partners, to be registered at the office of the Registrar of Joint Stock Companies, with full particulars of the names, addresses, and occupations of the persons carrying on the business and all changes therin." The Board of Trade consider that such alterations ought not to be adopted by the Legislature in silence and without an expression of opinion from those who are interested, and they will be glad to receive any observations on the Bill.

Societies.

INCORPORATED LAW SOCIETY.

The following are extracts from the annual report of the council, intended to be submitted to the general meeting of the members on the 16th inst.

Remuneration of Solicitors.—Intimately connected with the amendment of real property law is the improvement of the system of remuneration of solicitors in conveyancing and other non-contentious business. It is now many years since the council first considered the question of regulating the remuneration of solicitors, in conveyancing business, by an *ad valorem* scale. In 1873 the council published a scale of commission on loans and sales, which is well known to the profession. This scale was considered to require revision in several respects, and it applied only to sales and loans. An improved system of remuneration for other non-contentious business remained to be devised. The council have at various times devoted much time and thought to the subject. At the date of the last annual report, a special committee of the council was engaged in framing a revised *ad valorem* scale. The committee, after frequent meetings, and after consultations with the committee of the Associated Provincial Law Societies, framed a scale of *ad valorem* commission applicable to sales, purchases, loans, and leases, which, as to loans, adopted the scale of 1873, without alteration, but as to the other transactions, was lower than the scale of 1873. This new scale, after consideration by the council, was forwarded to the Provincial Law Societies for their consideration. Thirteen societies favoured the council with observations which were carefully considered. Finally, the scale was adopted by the council on the 16th of February, 1880, and forwarded to Lord Chancellor Cairns on the 21st of that month. The council further considered the means by which legal effect could best be given to the proposed change in the system of solicitors' remuneration. They were of opinion that the change ought to be effected by an Act of Parliament, which should lay down principles, and establish an authority to settle details. But they felt that it was of extreme importance to provide for the due constitution of the authority; and also to find some means for securing that the authority, when constituted, should give to the opinions and wishes of the profession their just weight. With these views, the council prepared a series of clauses for settling the details of the new system. On the 3rd of February, a deputation from the council waited upon Lord Chancellor Cairns on the subject of the scale, and submitted to him the clauses which they had drawn. His lordship expressed the opinion that an *ad valorem* scale should include all disbursements, as well as the charges of the solicitor, and told the deputation that it was his intention to propose an enactment, such as he afterwards introduced, under the title of the "Solicitors' Remuneration Bill." The Solicitors' Remuneration Bill of Lord Cairns was not in accordance with the clauses drawn by the council, and the council in no way assented to it, but they did not see reason to oppose it. They made several suggestions for its amendment, some of which were adopted. The Bill was brought into the House of Lords during the late Parliament by Lord Cairns, while Lord Chancellor, as a necessary supplement to his Land Bills, and has been re-introduced by him, with the same Bills, into the present Parliament. It is not now likely to pass into law; but some similar measure will probably form part of any new proposal for the general amendment of real property law.

The Bill, as originally framed, contained a proviso to the effect that, where, by general orders under the Act, remuneration for any business was allowed to be by a scale of percentage, a solicitor should not be entitled under any agreement to recover, in respect of that business, any greater amount than that allowed by the scale. This proviso appeared to the council to be objectionable. There occur in business, not infrequently, exceptional cases, in which a scale of commission would be inadequate remuneration, as, for instance, where a piece of land of small value is essential to the enjoyment of a large estate, and great trouble and expense are necessary in order to clear the title, and obtain a conveyance. The council brought the subject before the Associated Provincial Law Societies, and, in conjunction with them, made such representations to Lord Chancellor Cairns as induced him to strike the proviso out of his Bill. Before the introduction of this Bill, and as

soon as the scale of January last had been submitted to Lord Chancellor Cairns, the council referred the whole subject back to their committee. The committee assumed that some authority would be constituted by Parliament for settling a new system; and, on this assumption, proceeded to consider what proposal it would be desirable for the society to make to such an authority. The result of their labours appears in their report to the council which is printed in the appendix. The subject is one of great importance and difficulty, and requires the serious consideration of the profession.

Call of Solicitors to the Bar.—The Bill prepared by the council for removing the restrictions on the call of solicitors to the bar was, as mentioned in the last annual report, to the effect that a solicitor of five years' standing, who has procured his name to be struck off the rolls with a view to being called to the bar, shall be entitled to be admitted as a student of any of the Inns of Court without examination, and shall immediately afterwards be entitled to enter for the bar final examination, and shall, on passing that examination, be qualified to be called to the bar. The council requested Lord Selborne to take charge of the Bill in the House of Lords. His lordship, before answering, requested to be informed of the view taken by Lord Chancellor Cairns, and by the Inns of Court. In order to bring the question before Lord Cairns, the council prepared a statement which they laid before his lordship, together with a print of the proposed Bill. This paper, after setting forth the facts of the case, and expressing the strong feeling of solicitors on the subject, proceeded to state the arguments in favour of the desired change, as follows:—"In considering the change advocated by the council, it must be borne in mind that they are seeking no relaxation of the standard of learning required for a call to the bar. They have no desire to procure the admission of any unqualified person to the bar. They ask only that a solicitor, who has practised for five years, may be called to the bar, if he shows, in a public examination, that he is possessed of the necessary qualifications. That it is desirable that solicitors should not be excluded from the bar is shown by the numerous examples of men eminent on the bench, and at the bar, who have practised as solicitors, and who, happily for themselves and for the public who benefited by their services, have had the means of living, during their three years of studentship, without income from their profession. The present regulation excludes those who are dependent for their support upon their profession. The possession or the want of independent means is an accident which ought not to determine whether a man, fit to be a barrister, should be permitted to serve the public and the profession in that capacity. Considering the great and important functions which the bar has to perform, and that it is the only avenue to the judicial bench, it is a matter, in which the public are deeply interested, that no fit persons should be arbitrarily excluded from it, and that it should comprise all those who are specially qualified for its arduous duties. To the solicitor, who feels conscious of talents and learning which would win for him the prizes of the profession, it is clearly a hardship that he should be excluded because his means are not such as to enable him to live for three years without practising his profession. The functions of a solicitor are undoubtedly in many respects a useful preparation for the bar. Since the alterations in pleading and practice, which have been effected by recent legislation, it has become difficult for a barrister to learn the practical part of his profession in the chambers of counsel as heretofore. This is acquired by the solicitor in the ordinary transaction of his business. His possession of the requisite learning is secured by the bar examination. He will gain nothing, but is likely to lose much, by an enforced absence of three years from practical work." A deputation from the council had an interview with Lord Chancellor Cairns on this subject on the 3rd of February. The Lord Chancellor appeared to be in favour of the proposed change. He said that what the solicitors required could be effected in two ways—viz., either by simply removing the regulation of the Inns of Court, which imposed the disqualification, or by legislative enactment, as proposed by the council; that he must be excused from expressing any opinion as to whether he preferred the mode pointed out by the Bill, and that, before pledging the Government in any way, he should like to have an opportunity of communicating with the Inns

of Court. A few days afterwards Lord Chancellor Cairns informed the council that he had sent their statement and draft Bill to each of the Inns of Court, and that they had referred the matter to a joint committee of the four Inns. On the 8th of March Mr. Gregory gave notice in the House of Commons that he would call the attention of the House to the bar regulation in question, and would move that, as far as it governs the case of solicitors of five years' standing, it is unnecessarily stringent, and ought to be relaxed. Mr. Watkin Williams, Q.C., agreed to second the motion, but the dissolution of Parliament prevented Mr. Gregory from bringing it on. He has given notice of a similar motion in the new Parliament, and Mr. Watkin Williams has again agreed to second it. Soon after the accession of the present Government to office, the president wrote, with the approval of the council, to Lord Chancellor Selborne to inform him of what had been done in the matter, and to request him to ascertain what resolution the Inns of Court had arrived at. In reply, the Lord Chancellor informed the president that the Inns of Court had not yet come to a resolution, and that, until they did so, he must reserve the consideration of the subject. Action in Parliament has been unfortunately rendered impossible by the dissolution and the change of Government. But, notwithstanding this adverse influence, the council are satisfied that they have been able to advance this important question nearer to a favourable solution.

Power of dispensing with Preliminary Examination.—The council added to their draft Bill for removing the restrictions on the call of solicitors to the bar, a clause enacting that the power to exempt from preliminary examination should, in future, be intrusted to the Incorporated Law Society, acting by their council, subject to an appeal to the Master of the Rolls. Lord Chancellor Cairns, at the interview with a deputation from the council on the 3rd of February, expressed approval of the proposed enactment. But for the dissolution of Parliament, and the change of Government, there is little doubt that it would have become law during the present year. The council will not relax in their efforts to attain this result.

Stamp on Transfer of Mortgage.—In their report for 1878, the council referred to a case (*Wale v. Commissioners of Inland Revenue*, L. R. 4 Ex. D. 270) in which a mortgagor of whom repayment was required, borrowed a larger sum, out of which the lender, at the request of the mortgagor, paid off the original mortgage, taking, at the same time, a new mortgage for the larger sum. The Commissioners of Inland Revenue claimed that the instrument was chargeable with the *ad valorem* duty on the whole amount. The council contended that, although there was no formal assignment of the old debt, the deed was in substance a transfer of mortgage, within the meaning of the schedule to the Stamp Act, 1670) and liable to duty as such, with a further duty on the fresh advance. The question was raised by way of appeal from the assessment of the commissioners, which was heard in the Exchequer Division before Chief Baron Kelly and Baron Pollock on June 26 and July 4, 1879, when judgment was given for the appellants.

Applications for Grants of Probate and Letters of Administration.—In the last annual report the council adverted to the irregular practice of employing law stationers to transact non-contentious business in the Probate Division of the High Court, for and in the names of solicitors, on terms of remuneration or agency; and it was stated that a letter had been addressed to the leading firms of law stationers pointing out the illegality of the practice, and suggesting that it should be discontinued, or, if that was not acceded to, that the question should be raised in a simple form for judicial decision. In reply to this circular, several law stationers have expressed their intention of abandoning the practice complained of; but certain leading firms persist in the practice, and decline to concur with the society in any application to the court for the purpose of testing its legality. The council have taken the opinion of Sir Hardinge Giffard, Mr. G. A. R. Fitzgerald, and Mr. R. T. Reid, which entirely confirms the view expressed by the council in their last annual report that the law stationers who practise in the manner complained of are liable to penalties under the Stamp Act, 1870, and under the Solicitors Act, 1860, and are further guilty, under the last-mentioned Act, of a contempt of court. The council are now proceeding to put in force these provisions against certain leading firms of law

stationers. The council desire to repeat the observation in their last annual report that the practice would cease if the profession, as a body, declined to countenance it.

Office Copies of Wills.—It is the practice in the Probate, Divorce, and Admiralty Division to issue copies of documents from the registry which have not been examined, and are therefore frequently inaccurate in important particulars. Some of these copies are marked as "office copies," and they all purport on their face to have been extracted from the registry. The charge for the copy is sixpence per folio of ninety words. Where an examined copy is bespoken, an additional fee of threepence per folio of ninety words is charged. The practice of issuing from a registry of the court, papers, which profess to be copies, but which are not true copies, is objectionable in principle, and calculated to mislead, and it does, in fact, mislead, not only the public, but the profession. The great body of solicitors are not aware that the "office copies" ordinarily issued from the registry have not been examined. They rely upon them as true copies and frequently suffer inconvenience in consequence. The council made a representation to Sir James Hannan on the subject, and suggested that the practice of the Probate, Divorce, and Admiralty Division of the High Court with reference to office copies should be assimilated, in all respects, to that which prevails with regard to office copies in the Chancery Division. Sir James Hannan, however, did not feel able to adopt the suggestion. He explained that if the desired change were made the work of the registry would be greatly increased, and an addition to the number of clerks would be necessary, which he did not think that the Treasury would consent to. The subject was afterwards brought before Lord Chancellor Cairns, and the request was repeated that the practice of the Probate, Divorce, and Admiralty Division with respect to office copies, should be assimilated, in all respects, to that of the Chancery Division. The council have received no reply, beyond an acknowledgment, to this letter. The proposed change would no doubt require an addition to the number of clerks in the registry, to which it is probably difficult to obtain the consent of the Treasury.

ASSOCIATION FOR THE REFORM AND CODIFICATION OF THE LAW OF NATIONS.

The following is the programme of the Berne Conference of this association to be held on the 24th to the 27th of August next:—

The conference will hold its sittings in the hall of the National Council, at the Federal Palace, Berne; and the inaugural meeting will take place on Tuesday, the 24th of August, at twelve o'clock. Members attending the conference are required to sign a list, setting forth their names and their addresses in Berne, and are requested to procure their tickets of membership immediately on arrival in Berne. The preliminary proceedings will be reception of the members by the Berneese Committee; opening of the conference by the president; annual report of the council; communication of letters, &c., and reports by the secretaries.

The subjects proposed for discussion are:—

1. *Public International Law.*—Consular jurisdiction in Oriental countries; domicil as regulating testamentary and matrimonial rights; territorial rights of aboriginal races on the *status* of foreigners in the law courts of the Ottoman Empire; international protection of telegraphic cables under the high seas.

2. *International Commercial Law.*—Bills of exchange; negotiable securities (shares, bonds, and coupons, nominative or to bearer); bankruptcy; copyright; codification of commercial law.

3. *International Maritime Law.*—General average; maritime insurance; law of affreightment.

Miscellaneous papers on different subjects.

The London correspondent of the *Manchester Guardian* hears that the Russian Government has instructed Professor Martens, the well-known professor of international law, to draw up a report upon the international rules in force in regard to the law of blockade, with the intention of issuing on the receipt of the report a handbook of instructions for the guidance of the commanders of the Russian men-of-war in the Pacific.

Appointments, &c.

Mr. F. BUCKLAND, solicitor, of Kingston-on-Thames, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. PERCY WILSON DAVID CRUTTWELL, solicitor (of the firm of Cruttwell, Daniel, & Cruttwell), of Frome, has been appointed Registrar of the Frome County Court (Circuit No. 52), in succession to Mr. Malim Messiter, deceased. Mr. Cruttwell is the son of Mr. Wilson Clement Cruttwell, solicitor, clerk to the county magistrates at Frome. He was admitted a solicitor in 1870, and is in partnership with his father, with his brother, Mr. Walter Harry Wilson Cruttwell, and with Mr. George Alfred Daniel, clerk to the Frome Highway Board.

Mr. CHARLES DALRYMPLE, barrister, who has been elected M.P. for Buteshire in the Conservative interest, is the third son of Sir Charles Dalrymple Ferguson, baronet. He was born in 1839, and assumed the name of Dalrymple by Royal licence, in conformity with the will of the late Lord Hales. He was educated at Harrow and at Trinity College, Cambridge, where he graduated in the third class of the classical tripos in 1862. He was called to the bar at Lincoln's-inn in Michaelmas Term, 1865, and was formerly a member of the Northern Circuit. He represented Buteshire from December, 1868, until April last, when he was an unsuccessful candidate.

Mr. JENKIN JONES, solicitor (of the firm of Leyson & Jones), of Swansea and Pontardawe, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. EDWARD FREDERICK KELSEY, solicitor, of Salisbury and West Lavington, has been appointed a Magistrate for the City of Salisbury. Mr. Kelsey is the son of Mr. Edward Edmund Peach Kelsey, solicitor. He was admitted a solicitor in 1867, and is a member of the Salisbury Town Council, steward of the manor of West Lavington, and solicitor and secretary to the Salisbury Gas Company.

Mr. ALBERT EDMUND LOUGHBOROUGH, solicitor, of 23, Austinfriars, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. MEADOWS, solicitor, of Bond Court Chambers, Walbrook, and of 10, Manor-road, Stoke Newington, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. SYDNEY CHARLES SCOTT, solicitor (of the firm of Scott & Barham), of 39, King-street, Cheapside, has been appointed a Commissioner in England for taking the Acknowledgments of Married Women in respect of Property in India, and for taking Affidavits and Affirmations in suits and proceedings depending in the High Court of Judicature in Bengal.

Mr. HENRY JOHN SMITH, solicitor (of the firm of Miller, Smith, & Bell), of 3, Salter's Hall-court, Cannon-street, has been elected Vestry Clerk of the Parish of Lambeth, in succession to Mr. Thomas Roffey, resigned. Mr. Smith was admitted a solicitor in 1854, and has been for several years a member of the Lambeth Vestry.

Companies.

WINDING-UP NOTICES.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CHEMICAL AND AMMONIACAL LIQUOR COMPANY, LIMITED.—Petition for winding up presented June 29, directed to be heard before the M.R. on July 10. Burton and Co, Lincoln's inn fields, agent for Johnson and Co, Birmingham, solicitors for the petitioner.

FINANCE COMPANY LTD.—V.C. Hall has, by an order dated Feb 10, appointed Alfred Audrey Broad, Walbrook, to be official liquidator.

OXFORD AND CAMBRIDGE TOILET CLUB, LIMITED.—Petition for winding up presented July 1, directed to be heard before the M.R. on July 10. Bartram, Old Jewry chambers, solicitor for the petitioner.

STEDHAM STORES, LIMITED.—By an order made by the M.R. dated June 5, it was ordered that the above stores be wound up. Badham, Salter's hall ct, Cannon st, solicitor for the petitioner.

[*Gazette*, July 2.]

CHARLES DENHAM AND COMPANY, LIMITED.—By an order made by the M.R. dated June 26, it was ordered that the voluntary winding up of the above company be continued. Emmet and Son, Bloomsbury sq, agents for Wavell and Co, Hatfield, solicitors for the petitioner.

COCKSHED COLLIERY COMPANY, LIMITED.—Petition for winding up presented June 29, directed to be heard before V.C. Hall on July 10. Carritt and Son, Fenchurch st, solicitors for the petitioner.

PAULKIN, TAYLOR, AND COMPANY, LIMITED.—The M.R. has fixed July 15 at 11 at his chambers as the time and place for the appointment of an official liquidator.

GREAT EASTERN GLACIARIUM COMPANY, LIMITED.—The M.R. has fixed July 15 at 12 as the time and place for the appointment of an official liquidator.

LONDON AND COUNTY SUPPLY ASSOCIATION LIMITED (FORMERLY THE WAREHOUSEMEN AND CLERKS' DIRECT SUPPLY ASSOCIATION, LIMITED).—By an order made by V.C. Malins dated June 25, it was ordered that the above association be wound up. Sazley and Faulkner, Ironmonger lane, solicitors for the petitioners.

PATENT LIQUID METALLIC CAPSULE, PAINT, GILDING, AND SILVERING COMPANY, LIMITED.—V.C. Malins has fixed July 15 at 11 at his chambers as the time and place for the appointment of an official liquidator.

SHIPMEN'S AND MARINERS' INSURANCE COMPANY, LIMITED.—By an order made by the M.R. dated June 26, it was ordered that the above company be wound up. De Fivas, Devonshire st, Portland pl, solicitors for the petitioner.

ULSTER STEAM TRAMWAYS, LIMITED.—Creditors are required on or before Aug 23, to send their names and addresses and the particulars of their debts or claims to George Chandler, Coleman st. Oct 29 at 11 is appointed for hearing and adjudicating upon the debts and claims.

[*Gazette*, July 8.]

Creditors' Claims.

CREDITORS UNDER ESTATES IN CHANCERY.
LAST DAY OF PROOF.

BARKER, WILLIAM, Alsager, Cheshire. July 21. Barker v Barker, V.C. Hall. Mayer, Burslem.

CLAGETT, HORATIO, Abbey rd, St John's Wood, Esq. July 21. Fordham v Clagett, M.R. Parkers, Bedford row.

FALLAN, JONATHAN, Border, Cumberland, Yeoman. July 21. Chambers v Fallan, V.C. Malins. Hough, Carlisle.

GREEN, JOSEPH HENRY, Hadley, Esq. July 20. Freeman v Smith, M.R. Wilde and Co. College hill.

HOLLYMAN, WILLIAM, Clevedon, Somerset, Butcher. July 24. Hollyman v Woodforde, M.R. Bigg, Bristol.

MILLER, MICHAEL, Plush, Dorset, Esq. July 19. Cockram v Miller, M.R. Andrews, Dorchester.

MURGATROYD, JONAS, Shirley, York, Butcher. July 21. Murgatroyd v Rhodes, M.R. Robinson, Bradford.

ROBERTS, MARGARET, Cardiff. July 24. Roberts v Macrie, V.C. Malins.

TURNER, THOMAS WALL, Old Burlington st, Licensed Victualler. July 17. McOscar v Docker, V.C. Malins. Alsop, Great Marborough st.

WILLES, WILLIAM, Gravesend, Gent. July 8. Donohoe v Willes, V.C. Bacon. Denny, Coleman st.

[*Gazette*, June 22.]

ATKINSON, ELIZABETH, Temple Sowerby, Westmoreland. July 21. Hindson v Bird, V.C. Hall.

BOARDMAN, PETER, Rainford, Lancashire, Farmer. July 23. Boardman v Boardman, M.R. Davies, Warrington.

HUTCHINSON, WILLIAM, Wednesbury, Stafford, Victualler. July 22. Sheldon v Andrews, M.R.

SCOTT, JAMES, Silloth, Cumberland, Gent. July 20. Scott v Stromach, M.R. Cartmell, Carlisle.

SODEN, GEORGE ALFRED, Ernest st, Regent's Park, Undertaker. July 20. Tricker v Soden, V.C. Malins. Briant, Winchester House, Old Broad st.

STEELE, THOMAS, Ragnate, Esq. July 20. Gold v Brennan, M.R. Mayhew, Great George st, Westminster.

SUTHERLAND, JAMES CUBBINSON, Harrington sq, Hampstead, Esq. July 24. Ricci v Sutherland, V.C. Malins. Johnson, Austin Friars.

WOOLGAR, MARY, Wisley, Surrey. July 21. Woolgar v Wind, V.C. Bacon. Jenkins, Tavistock st, Covent Garden.

[*Gazette*, June 25.]

BABEE, MARY, Close House, Colne. July 22. Barber v Williamson, Hodgson v Williamson, V.C. Bacon. Le Riche, Rood lane.

BARNES, ANNE, Elling, Southampton, Innkeeper. Aug 1. Lobb v Withers, V.C. Hall. Angove, Serjeants' inn, Fleet st.

BURNELL, ANN, Plymouth. July 19. Trown v Burnell, V.C. Hall. Phillips, Plymouth.

PLOMER, CHARLES, Trevor sq, Knightbridge, Gent. July 21. Governors of St George's Hospital v Scott, M.R. Cole, Salisbury st, Strand.

GRAHAM, ROBERT FULLER, Newbury, Berks. July 22. Graham v Graham, V.C. Hall. Robinson, Mitre of chambers, Temple.

ROE, JOSEPH, Earl Stoneham, Furniture Dealer. July 21. Morgan v Roe, V.C. Bacon. Rouse, Ipswich.

SCHRAEDER, ALOY, Upper Thames st, July 26. Rosenthal v Polizza, M.R.

SPENCER, THOMAS, Balsall, Warwick, Farmer. July 26. George v Hayes, M.R. Twiss, Coventry.

THOMSON, DONALD, Sandel villa, Upper Norwood, Merchant. July 20. Thomson v Somerville, V.C. Malins. Morgan, Somerset st.

PORTMAN, M.R.

VINALL, ARTHUR, WALTER, Grafton ter, Acton, Brewer's Agent. July 31. Vinall v Barr, V.C. Hall. Starling, Serjeants' inn, Chancery lane.

[*Gazette*, June 25.]

CREDITORS UNDER 22 & 23 VICT. CAP. 25.

LAST DAY OF CLAIM.

ADAMS, ALFRED, Marylebone-road, Regent's-park, Artist. Aug 17.
 KYDANSON and GAGNET, Queen st, Cheapside
 ALLENDER, JOHN HENRY, Anfield, Lancaster, Gent. July 20.
 Burton and Coleman, Liverpool
 BAKER, WILLIAM, Highfield, Rock Ferry, Chester, Corn Merchant.
 Aug 2. Jones and Co, Liverpool
 BANKS, THOMAS, Latchford, Wholesale Grocer. Aug 2. Davies
 and Co, Warrington
 BAYLIS, JOSEPH, Gloucester, Inn-keeper. July 10. Clark, Chelten-
 ham
 BLACKMAN, HARRIET, Rolvenden, Kent. July 31. Hinds and Son,
 Goudhurst
 BOWMAN, THOMAS, Hungate, York, Coal Dealer. July 5. Cobb,
 York
 BYATT, WILLIAM, Berwick-street, Pimlico, Gent. Aug 3. Thomp-
 son and Groome, Raymond-bidgs, Gray's-inn
 CARD, WILLIAM, Frank, Sussex, Stonemason. July 31. Cripps and
 Son, Tunbridge Wells
 DEET, WILLIAM TAYLOR, York, Assistant. July 31. Newton and
 Co, York
 DODKIN, ROBERT, Northumberland, Farmer. July 24. Middlemass,
 Alnwick
 DREYF, SARAH, Westhampton, Sussex. Aug 1. Arnold and Cooper
 Chichester
 FITT, EDWARD, Barking, Essex, Gent. July 31. Baddeley and Son,
 Leman st
 FOTHERBY, JAMES, Leeds, Beerhouse Keeper. Aug 25. Eddison
 and Eddison, Leeds
 GIBSON, THOMAS, Kingston-upon-Hull, Gent. Aug 2. Bantoft and
 Son, Selby
 GLADSTONE, HELEN JANE, Cologne, Germany. July 14. Fresh-
 fields and Williams, Bank bidders
 KEMINGALE, WIMBLEDON ELIZABETH, Manningtree, Essex. Sept 1.
 Middlemass and Marshall, Colchester
 WILSON, STEPHEN, Pangbourne, Berks, Surgeon. July 31. Hoffman,
 Reading
 KNIGHT, MARGARET, Crofton, Northumberland. July 25. Sidney
 and Son, Blyth
 LITTLE, GEORGE, Gateshead, Durham, Rate Collector. July 31.
 Kenmire, Gateshead
 MOORE, ANNE, St Anne's Villas, Cheltenham. Aug 1. Winter-
 botham and Co, Cheltenham
 PARKER, ANNA MARIA, Barnes, Surrey. July 10. Morley and
 Shireff, Palmerston-bidge, Old Broad st
 PEGGIV, GEORGE CLARK, Seven Oaks, Chester, Farmer. Aug 1.
 Green and Dixon, Northwich
 REEDS, RICHARD THOMAS, Myalls rd, North Brixton, Gent. Aug 1.
 Ward, Lincoln's-inn-fields
 ROBINSON, ANN, Hulme, Manchester. July 21. Diggles and Ogden,
 Manchester
 RUSSELL, JOHN, Cleasby, York. Aug 2. Dodds and Co, Stockton
 on-Tees
 SCOTT, CHARLES ROBERT PHILLIMORE, Clayton, Sussex, Esq.
 July 24. Brown and Co, Lincoln's-inn-fields
 TERRY, JOHN, York, Wholesale Confectioner. July 31. Newton
 and Co, York
 TERRY, ROBERT, York, Wholesale Confectioner. July 31. Newton
 and Co, York
 TILLY, JAMES HENRY, Slough, Buckingham, Corn Merchant.
 July 19. Holder, King st, Cheapside
 TRIMBLE, EDWARD, Dalton, Cumberland, Brewer. July 31. Hough
 Carlisle
 WEBSTER, GEORGE, Mirfield, York, Card Maker. July 14. Ibbserson,
 Dewsbury
 WILLIAMS, EBENEZER BOWEN, St Davids, Pembroke. Aug 20.
 Williams, St Davids
 WILLIAMS, WILLIAM, Manchester, Saddler. July 21. Garthwaite,
 Manchester
 WILLIAMS, WILLIAM THOMAS, Wimbleton Common, Publican.
 July 28. Watney and Co, Clement's lane
 WOLRIDGE, CAROLINE SUSAN, Exmouth, Devon. Aug 14. Marcy,
 Bewdley

[Gazette, June 23.]

APPLETON, COWTON, Cloth fair, Smithfield, Plumber. Aug 25.
 IRVING, Wellington st, Strand
 APPLETON, GEORGE, Thornton Heath, nr Croydon, Esq. Aug 1.
 Drake and Co, Cloak lane, Cannon st
 BAILY, ELIZABETH, Calne, Wilts. July 10. Hemly, Calne
 BARKER, ROBERT, Dulegate, Lancaster, Licensed Victualler.
 July 10. Craven, Todmorden
 BARTON, ROSA, MATILDA, St Leonards-on-Sea. Aug 1. Phillips
 and Cheesman, Hastings
 BICK, MICHAEL, Essex rd, Islington, Glass and China Dealer. Aug
 23. Solomon, Finsbury pl
 BURKE, JANE, Alfred-villas, Croydon. Aug 31. Woods and
 Dempster, Brighton
 BURAZON, Rt Hon JOHN GEORGE, Earl of Beauchamp, Charles st
 Berkley sq. Aug 1. Farer and Co, Lincoln's-inn-fields
 BURSELL, JOSEPH, Wimbleton, Surrey, Barrister-at-law. Aug 10.
 Farer and Co, Lincoln's-inn-fields
 CARREE, JOSEPH, Tring, Hertford, Farmer. Aug 1. Vaisey,
 Tring
 COOKE, ROBERT, Snainton, Nottingham, Gent. July 31. Butling
 and Park, Nottingham
 COOPERS, WILLIAM SYNGE, Hilmorton Paddox, Warwick, Esq.
 July 23. Harris, Rugby
 COOPER, FRANCIS, Groby, Leicester, Farmer. Aug 1. Miles and
 Co, Leicester
 EDDIE, WILLIAM HESLEDEN, Barton-upon-Humber, Esq. Aug 9.
 Mason, Barton-upon-Humber
 FAWCETT, JEPHTHAH, Asylum rd, Old Kent rd, Gent. July 26.
 Stour, Ironmonger-lane
 FOX, JOSEPH, Bawley st, Bedford sq, Warehouseman. July 24.
 Toulimin and Co, Selborne chambers

GASS, DAVID, Regent st, Goldsmith. Aug 4. Lowless and Co,
 Martin's lane, Cannon stGAYLES, MICHAEL, Leeds, out of business. Oct 1. Snowdon,
 LeedsGILL, ROBERT, Bhawal, East Indies, a retired Major in H.M.'s
 Indian Army. Aug 9. McDiarmid, Old Jewry chambersGRAHAM, GEORGE JOHN, Chase, Enfield, Barrister-at-law. July 31.
 Whistlers and Woolbert, Lincoln's-inn-fieldsGRANT, HANNAH, Brown st, Oxford st. Aug 4. Burgoynes and Co,
 Oxford stHARRIS, THOMAS, Knowle, Somerset, Yeoman. Aug 2. Burges
 and Co, BristolHORNBY, CATHERINE ELIZABETH, Burmanstoft, Leeds. Aug 20.
 Jones, LeedsMACPHERSON, ELIZA, Chepstow pl, Bayswater. Sept 1. Cooke,
 WokinghamMOSGRO, JOSEPH, Bedford, Lancaster, Letterpress Printer.
 July 17. March and Son, LeighNORTH, CHARLES, Wrigholme, Lincoln, Farmer. July 6. Bell,
 LouhNOWELL, JAMES, Barrowford Booth, Lancaster, Farmer. Sept 1.
 Hartley, BurnleyPARKES, AMOS, King's Norton, Worcester, Farmer. July 10.
 Sargent and Son, BirminghamPERKIN, MARY ANN, Withington, Lancaster, Spinster. July 22.
 Chapman and Co, ManchesterSANDERSON, JAMES DRUMMOND, Lancaster rd, Notting Hill, Gent.
 Aug 21. Robins and Peters, Guildhall chambers, Basinghall st

SCALES, SUSAN, Foulden, Norfolk. Aug 4. Palmer, Swaffham

SMITH, ELEANOR MARY, Fellows rd, South Hampstead. July 21.
 Gold and Son, Southampton bidge, Chancery laneSNELL, JOHN, West Ashley, Winkleigh, Devon, Yeoman. July 18.
 Fulford and Son, North TawtonSTEVENSON, SAMUEL, Woodborough, Nottingham, Cottager.
 Aug 2. Stanton and Co, SouthwellTILLSTONE, SUSANNA, New Shoreham, Sussex. Aug 31. Woods
 and Dempster, BrightonWATSON, ROSE CHARLOTTE CAROLINE, Taunton, Somerset. Aug 11.
 Sweet and Son, TauntonWILMOT, JOHN, Sale, Chester, Gent. July 31. Bunting and Co,
 ManchesterWOAKES, HARCOURE LAWRENCE, Garsden, Hereford. July 27.
 Currier and Davis, Worcester

[Gazette, June 25.]

BILLINGS, ALBERT, Clifton, Bristol, Soap and Candle Manufacturer.
 Sept 1. Brittan and Co, BristolBRADBURY, GEORGE, WILSBOROUGH, Northfield, Worcester, Licensed
 Victualler. Aug 12. Jaques, BirminghamCOWELL, MARY ANN, Reading, Berks. July 31. Beale and Martin,
 ReadingCOVELL, SAMUEL HENRY, Liverpool, Wine and Spirit Merchant.
 July 31. Collins and Co, LiverpoolCRICK, HANNAH, Hanover pl, Clapham rd. Aug 1. Postans and
 Landon, New Broad stDRING, GEORGE CHARLES ROBERT, Barham Court, Kent, Esq. Sept
 1. Wightwick and Co, CanterburyHILTON, WILLIAM HAWKER, East Coker, Somerset, Esq. Aug 1.
 Batten, Yeovil

HINSLY, ANN, Dudley, Worcester. July 7. Thirley, Dudley

HOBSON, JOHN ALEXANDER, Manchester, Merchant. Aug 26. Hindo
 and Co, ManchesterHUTCHINSON, WILLIAM, Ambleside, Westmoreland, Letter Messen-
 ger. July 9. Mosey and Sons, KendalJEFFERY, FRANCIS, New Cross, Kent. Aug 1. Postans and Landon,
 New Broad stKING, JOHN, Primrose hill rd, Hampstead, Gent. July 31. Beale
 and Martin, ReadingLUGAR, PHILIP, Romford, Essex, Gent. Aug 14. Turner and Co,
 ColchesterMABE, WILLIAM, Catherine st, Strand, Gent. July 28. Reader,
 StrandMOBBEL, MARK JOSEPHUS, Liverpool, Gent. Sept 1. Yate and
 Co, LiverpoolPARKER, SARAH, Canterbury. Sept 1. Wightwick and Co, Can-
 terburyPARRISH, GEORGE, Chadwell Heath, Essex, Farmer. Aug 10. Bades-
 ley, Lemay stPEERY, WILLIAM HENRY, Kidderminster, Worcester, Licensed Victu-
 aller. Aug 2. Talbot, KidderminsterRODYS, ELLA, Wavertree, nr Liverpool. July 23. Simpson and
 North, DiverpoolRUDALL, WALTER JOHN, Marylebone rd. July 31. Rudall, King st,
 CheapsideSTEVENS, MARY, Goudhurst, Kent. July 12. Hinds and Son, Goud-
 hurstTHENGROVE, JOHN, Hermitage st, Paddington, Railway Storekeeper.
 Aug 31. Jonkins, PenryWALKER, JOHN GOADBY, Buxton rd, Commercial Traveller. Sept 1.
 Coming, Gt Portland stWEER, EMMA SOPHIA, Aston, Warwick. July 31. Williams, Bir-
 minghamWEBB, HANNAH, Whitehaven, Cumberland. Aug 1. Brockbank and
 Co, Whitehaven

[Gazette, June 25.]

Legislation of the Week.

HOUSE OF LORDS.

JULY 1.—BILLS READ A SECOND TIME.

PRIVATE BILLS.—Stafford Borough, Swansea Harbour,
 Wrexham Water, London, Tilbury, and Southend Railway.

BILLS READ A THIRD TIME.

Local Government Provisional Orders (Abingdon, &c.),
Metropolitan Commons Supplemental.

JULY 2.—BILLS READ A THIRD TIME.

Great Seal, Universities of Oxford and Cambridge
(Limited Tenures), Universities and College Estates Act
Amendment.

JULY 5.—BILLS READ A SECOND TIME.

PRIVATE BILLS.—Exmouth and District Water, Ack-
worth, Featherstone, Parston, and Sharlston Gas, Great
Western and Monmouthshire Railway and Canal Com-
panies, Huddersfield Tramways and Improvement, Malton
Gas, Preston Improvement, Wandsworth and Putney Gas,
Wigan Improvement, Yeadon and Guiseley Gas.

Elementary Education, Local Government Provisional
Orders (Poor Law).

BILL READ A THIRD TIME.

PRIVATE BILL.—Stapenhill Bridge.

JULY 6.—BILLS READ A SECOND TIME.

PRIVATE BILL.—Lincoln Gas.

Local Government Provisional Orders (Abergavenny,
&c.), Local Government Provisional Orders (Alnwick
Union, &c.), Local Government Provisional Orders (Amer-
ham Union, &c.), County Bridges, Isle of Man (Loans).

BILLS READ A THIRD TIME.

PRIVATE BILLS.—Swansea Harbour, Wrexham Water,
London, Tilbury, and Southend Railway.

HOUSE OF COMMONS.

JULY 1.—BILLS READ A THIRD TIME.

PRIVATE BILLS.—Corris Railway, Devon and Cornwall
Railway, Gateshead and District Tramways, Great West-
ern Railway, Liverpool Tramways, London and North-
Western Railway, Maidstone Gas, Manchester Carriage
Company (Limited), Manchester Suburban Tramways Com-
pany, Metropolitan Railway, Midland Railway, Milford
Docks, Preston Tramways, West Wickham and Hayes
Railway.

JULY 5.—BILLS READ A SECOND TIME.

PRIVATE BILLS.—British Gaslight Company (Limited)
(Staffordshire Potteries), Liverpool and Birkenhead Sub-
way, Pegwell Bay Reclamation and Sandwich Haven Im-
provement, Woodside and South Croydon Railway.

BILLS IN COMMITTEE.

Taxes Management, Statutes (Definition of Time) (both
passed through Committee).

BILLS READ A THIRD TIME.

PRIVATE BILLS.—Banbury and Cheltenham Direct Rail-
way, Blenheim Settled Estates, Dearne Valley Water,
Great Yarmouth Water, Halesowen Railway, Haverford-
west and St. David's Railways, Hunt's Patent, King's
Lynn Corporation, Leitrim Estates, North Metropolitan
Tramways, North Staffordshire Railway, Nottingham Cor-
poration, Oldham Improvement, Romford Canal, Skipton
and Kettlewell Railway.

JULY 7.—BILLS READ A THIRD TIME.

PRIVATE BILL.—Wakefield Corporation Water.
Taxes Management.

BILLS READ A FIRST TIME.

Bill to Incapacitate from Sitting in Parliament any
Person who has, by Deliberate Public Speaking or by
Published Writing, systematically avowed his Disbelief in
the Existence of a Supreme Being (Sir Eardley Wilmot).

Bill to Continue certain Turnpike Acts, and to Repeal
certain other Turnpike Acts, and for other Purposes con-
nected therewith (Mr. Hibbert).

Bill to continue for a Limited Period the Powers of the
Arbitrator under the Epping Forest Act, 1878, and to Amend
that Act (Mr. Arthur Peel).

The directors of the Pluto Gold and Silver Mining Com-
pany (Limited) invite applications for 125,000 shares of £1
each. The company is formed to purchase certain mines in
Alpine County, California, the vendors to receive £100,000
cash.

Court Papers.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	COURT OF APPEAL.	MASSES OF THE BILLS.	V.C. MALINS.
Monday, July 12	Mr. Kee	Mr. Jackson	Mr. Farrer
Tuesday, 13	Clowes	Cobby	Teesdale
Wednesday, 14	Kee	Jackson	Farrer
Thursday, 15	Clowes	Cobby	Teesdale
Friday, 16	Kee	Jackson	Farrer
Saturday, 17	Clowes	Cobby	Teesdale

V. C. BACON.	V. C. HALL.	Mr. Justice FRY.
Monday, July 12	Mr. Latham	Mr. Pemberton
Tuesday, 13	Leach	Ward
Wednesday, 14	Latham	Pemberton
Thursday, 15	Leach	Ward
Friday, 16	Latham	Pemberton
Saturday, 17	Leach	Ward

SALES OF ENSUING WEEK.

July 12.—Messrs. DEBENHAM, TEWSON, FARMER, & BRIDGE-
WATER, at the Mart, at 4 for 5 p.m., Freehold Lands (see
advertisement, June 12, p. 12).

July 13.—Messrs. DEBENHAM, TEWSON, FARMER, & BRIDGE-
WATER, at the Mart, at 2 p.m., Freehold Property (see adver-
tisement, June 12, pp. 9 and 12).

July 14.—Messrs. FARREBROTHER, ELLIS, CLARK, & Co., at
the Mart, Freehold Properties (see advertisement, June 26,
p. 6).

July 14.—Messrs. EDWIN FOX & BOUSFIELD, at the Mart,
at 2 p.m., Freehold Estates and Shares (see advertisements,
June 26, p. 6).

July 14.—Messrs. HARVEY & DAVIDS, at the Mart, at 2 p.m.,
Leasehold Properties (see advertisements, June 19, p. 14).

July 16.—Messrs. BAKER & SONS, at the Mart, at 2 p.m.,
Leasehold Properties (see advertisement, June 26, p. 5).

July 16.—Mr. JAMES POUNTY, at the Mart, at 2 p.m., Free-
hold and Leasehold Properties (see advertisement, July 3, p.
4).

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BARON.—On July 6, the wife of Mr. J. R. Baron, of No. 5, Mel-
rose-gardens, West Kensington-park, solicitor, of a son.

CHEERY.—On July 7, at 86, Gloucester-crescent, the wife of
Arthur James Cherry, barrister-at-law, of a daughter.

GIFFARD.—June 20, at 99, Gloucester-place, Portman sq.,
the wife of Sir Hardinge Giffard, Q.C., M.P., of a son.

GODDARD.—June 24, at No. 9, Buckland-villas, Belsize-park,
N.W., the wife of J. Leybourne Goddard, barrister-at-law,
of a daughter.

LOD.—On July 2, at 7, Alexandra-road, South Hampstead,
the wife of Henry William Lord, barrister-at-law, of a
daughter.

DEATHS.

MACASSEY.—On May 9, at Adelaide Club, Adelaide, Australia,
James Macassey (of Dunedin, N.Z.), barrister-at-law, aged
38.

SHARPE.—On July 2, at Pembroke Lodge, Kensington, Joseph
Sharpe, LL.D., barrister-at-law, aged 53.

WHITFIELD.—On June 4, at George-town, Demerara, Richard
Hamilton Whitfield, barrister-at-law.

LONDON GAZETTES.

Bankrupts.

FRIDAY, July 2, 1890.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

Annesley, W F, John st, Adelphi. Pet June 29. Murray.

July 16 at 12 Averre, William, Poplar High st, Grocer. Pet June 29. Murray.

July 16 at 12.30 Fisher, Edward, Riversdale rd, Highbury Park, Wine Merchant.

Pet June 30. Brougham. July 13 at 1

Ibbetts, George, and Joseph Cooper, Pimlico walk, Hoxton, Boot

Manufacturers. Pet June 30. Brougham. July 13 at 2

Kelday, Alfred, Arbour st West, Stepney, Clerk. Pet June 24.

Haslitt, James, Stanhope, Stafford pl, Buckingham gate. Pet

June 30. Brougham. July 13 at 12

To Surrender in the Country.

Craig, William Ayre, Newcastle-upon-Tyne, Draper. Pet June 25.

Daggett, Newcastle, July 13 at 11

Hatton, William, Bristol, Shipbroker. Pet June 28. Harley, Bristol, July 14 at 2.
Idahl, Michael Ludwig, Swansea, Ship broker. Pet June 26.
Jones, Swansea, July 13 at 12.
Knowsley, Edward Foot, Plymouth, Outfitter. Pet June 28. Edmunds, East Stonehouse, July 15 at 12.
Smith, William, Cardiff, Builder. Pet June 28. Langley, Cardiff, July 19 at 12.
Teather, John St Patrick, Brighton, Gent. Pet June 30. Jones, Brighton, July 21 at 11.

TUESDAY, July 6, 1880.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Loe, William Clark, Lyndhurst rd, Peckham. Pet July 3. Hazlitt, July 21 at 12.
Steers, Robert, Camberwell rd. Pet July 2. Pepys. July 23 at 12. To Surrender in the Country.
Barling, Philip, Sittingbourne, Kent, Gent. Pet July 2. Furley, Canterbury, Aug 6 at 2.
Doyle, Michael Anthony, and Henry Coates Tickle, Brighton, Drapers. Pet June 30. Jones, Brighton, July 21 at 11. 30.
Harle, Johnson, Leeds, Commercial Traveller. Pet July 2. Catherley, Leeds, July 28 at 11.
Morris, and Bland, Hoylake, Chester, Plumbers. Pet July 2. Williams, Birkenhead, July 23 at 12.
Page, Alfred, Brighton, Butcher. Pet June 30. Jones, Brighton, July 21 at 11.
Rowbotham, Joseph, Dukinfield, Chester, Assistant Overseer of the Poor. Pet July 3. Hall, Ashton-under-Lyne, July 19 at 11.
Rowlands, William, Swansea, Grocer. Pet July 3. Jones, Swansea, July 19 at 11.
Stabbins, Thomas R, Bath, Hay Dealer. Pet July 1. Smith, Bath, July 19 at 11.

BANKRUPTCIES ANNULLED.

FRIDAY, July 2, 1880.

Johnson, Thomas, Birmingham, Japanner. May 24.
Norman, William, Denman rd, Camberwell, Builder. June 30.
Slattery, John Vincent, Finborough rd, Kensington. June 23

TUESDAY, July 6, 1880.

Eaton, Henry Charles, Holborn Viaduct. June 30

Liquidations by Arrangement.
FIRST MEETINGS OF CREDITORS.

FRIDAY, July 2, 1880.

Adams, George, Birmingham, Corn Merchant. July 15 at 12 at offices of Beale and Co, Waterloo st, Birmingham.
Allison, William Cumberland, Bournemouth, Hampshire, Hosiery. July 6 at 3 at offices of Aird, Eastcheap.
Astell, Charles, Leamington, Warwick, Pork Butcher. July 13 at 3 at Bath Hotel, Bath st, Leamington.
Averillo, John Charles, Queen Victoria st, Tea Dealer. July 14 at 2 at Creditors Association, Arthur st East, Banger, Gt Tower st.
Barber, John Clarke, and Edward John Barber, Luton, Bedford, Builders. July 15 at 2 at the Masons' Hall Tavern, Masons' avenue, Basinghall st. Bassett, City road, Islington.
Baveas, Paul Caralambos, Wilton rd, Westminster, Hotel keeper. July 16 at 2 at the Masons' Hall Tavern, Masons' avenue, Basinghall st, Harrison.
Beacham, Henry, Broadwell, Gloucester, Farmer. July 22 at 2 at the Talbot Hotel, Stow-on-the-Wold. Francis, Stow-on-the-Wold.
Best, Joseph William, Queen's terrace, West Kensington, Butcher. July 20 at 3 at offices of Fowler, Borough High st.
Blackah, James, Selly Oak, Worcester, Draper. July 10 at 10.30 at offices of Fallows, Cherry st, Birmingham.
Blackburn, Thomas, West Hartlepool, Durham, Market Gardener. July 17 at 3 at the Raglan Hotel, West Hartlepool.
Bowen, Harry, Cwrt, Carmarthen, Farmer. July 14 at 12 at offices of Johnson and Stead, Church st, Llanelli.
Bradley, William, Silsden, York, Draper. July 14 at 11 at the Devonshire Hotel, Keighley. Last and Bettis, Bradford.
Carey, Edwin, Tunbridge Wells, Kent, Butcher. July 12 at 4 at offices of Stone and Simpson, Church rd, Tunbridge Wells.
Carnell, John, Carlton, nr Nottingham, Joiner. July 15 at 11 at offices of Belk, Middle pavement, Nottingham.
Carpenter, James, Southampton, Coach Builder. July 12 at 3 at offices of Shute, Portland st, Southampton.
Carter, Isaac Mills, and Henry Carter, High st, Poplar, Corn Dealers. July 12 at 4 at offices of Young and Sons, Mark lane.
Chaloner, Thomas Francis, Birkenhead, Chester, Straw Dealer. July 15 at 3 at offices of Thompson, Hamilton st, Birkenhead.
Checkley, Jonas, Oldbury, Worcester, Baker. July 20 at 11 at offices of Shakespeare, Church st, Oldbury.
Chubb, Charles John, Clifton, Bristol, Civil Engineer. July 14 at 11 at offices of Murly and Co, Old Post-office chambers, Corn st, Bristol.
Cohen, David, Birmingham, Clothier. July 15 at 3 at offices of Dale and Yachel, Bennet's hill, Birmingham.
Cooke, Philip, Macclesfield, Chester. July 16 at 3 at offices of May, Church Side, Macclesfield.
Cousens, George, Leicester, Haberdasher, Boot Merchant. July 16 at 3 at the Trade Protection Society, New st, Leicester. Wright and Hincks, Leicester.
Craig, Thomas Sinclair, Gatehead, Durham, Hosiery. July 14 at 11 at offices of Moody, Clayton at West, Newcastle-upon-Tyne.
Crispe, Henry, Tudeley, Kent, Farmer. July 19 at 1 at offices of Few, Borough High st.
Cupis, Thomas, Stanstead Abbotts, Hertford, Chemist. July 17 at 1.30 at 14, Southampton buildings, Holborn, Cooper, Chancery lane.
Davies, Evan, Chester, Plumber. July 13 at 11 at offices of Mason, Bridge st row, Chester.
Davies, Richard, Dudley, Worcester, Fruiterer. July 15 at 12 at offices of Warwington, Castle st, Dudley.
Davis, Thomas, William, Brook st, Ratcliff, Licensed Victualler. July 10 at 10.30 at 49, Bromley st, Commercial rd East, Stepney.
Hicks, Victoria park rd, South Hackney

Dennel, Edmund, Hulme, Manchester, Grocer. July 16 at 3 at offices of Sampson, South King st, Manchester.
Eames, William, Dulverton, Somerset, Wheelwright. July 14 at 1 at the Lamb Inn, Dulverton.
Edgar, Daniel, Chester, Butcher. July 13 at 13 at offices of Charlton, Eastgate buildings, Chester.
Edwards, James Lyon, and Henry Harris, Great Tower st, Tea Brokers. July 20 at 3 at offices of Cooper and Co, George st, Mansion House. Stubhard and Co, Leadenhall st.
Ferenbach, Albert, and Martin Howry, Bradford, York. July 13 at 13 at the Inns of Court Hotel, Holborn, in lieu of the place originally named.
Fowler, Hugh, Nottingham, River st, Islington, Lodging house keeper. July 9 at 4 at offices of Staniland, Hare chambers, Hare pl, Fleet st.

Frampion, Charles, Beccles, Suffolk, Licensed Victualler. July 23 at 13 at offices of Dowsett, Hall Quay Chambers, Great Yarmouth.

Frankland, Francis, Wilpahire, nr Blackburn, Lancaster, Pickle Manufacturer. July 2 at 11 at offices of Hutchinson, Victoria st, Blackburn. Needham, Blackburn.

Gaber, Agnesio Paul, Little Newport st, Soho, Wine Merchant. July 16 at 2 at the Inns of Court Hotel, High Holborn. Peacock and Goddard, South st, Gray's inn.

Gardiner, Benjamin, Birmingham, Confectioner. July 15 at 2 at office of Davies, Bennett's hill, Birmingham.

Gelder, George, Thomas Field Gelder, and Frederick William Gelder, Huddersfield, Wooden Cloth Manufacturers. July 12 at 13 at offices of Armitage and Co, John William st, Huddersfield. Leycock and Co, Huddersfield.

Gerrard, Edwin Henry, and Charles Johnson, Clondesley rd, Islington. July 12 at 3 at offices of Miles, King Edward st, Newgate at.

Glover, Henry, Paradise row, Bethnal Green, Boot Manufacturer. July 19 at 2 at offices of Toppin, Cloak lane, Cannon st.

Gray, Thomas William, Hertford, Coal Merchant. July 14 at 11 at offices of Broad, High st, Watford.

Hart, Lyon Abraham, St Swithin's lane, Cigar Merchant. July 24 at 11 at offices of Waddell and Co, Mansion House chambers, Queen Victoria st, Crook, Fenchurch st.

Hawes, Francis, James Hawes, and John Thomas Hawes, Australia avenue, Barbican, Box Makers. July 12 at 4 at offices of Wetherfield, Gresham buildings, Guildhall.

Heron, Benjamin, Birmingham, out of business. July 14 at 11 at offices of Blewitt, Waterloo st, Birmingham.

Hitchens, Richard Smith, Redruth, Cornwall, Assay Master. July 15 at 11 at offices of Downing and Co, Mansion House chambers, Queen Victoria st, Crook, Fenchurch st.

Holmes, James, Broughton-in-Furness, Blacksmith. July 14 at 10 at Shaw's King's Head Hotel, Broughton-in-Furness. Dickenson, Broughton-in-Furness.

Hymers, Thomas, Haltwistle, Northumberland, Joiner. July 23 at 3 at offices of Carrick and Co, Haltwistle.

Ingham, John Bulcock, Blackburn, Lancaster, Agent. July 16 at 11 at offices of Backhouse, St John's pl, Blackburn.

Ireland, James, Chard, Harness Maker. July 13 at 11 at offices of Reed and Cook, Paul st, Taunton.

James, George, Blandford Forum, Dorset, Smith. July 16 at 3 at offices of Bremond, Blandford.

Jennings, William Frederick, Birmingham, Provision Dealer. July 14 at 11 at offices of Beazley, Church st, Birmingham.

Johnson, John, Torquay, Devon, Watchmaker. July 14 at 11 at the Half Moon Hotel, Exeter. Lindop.

Jones, Thomas William, Granby st, Bethnal Green, Cabinet Maker. July 10 at 3 at 40, Bishopton st, Without.

King, Samuel, Seymour st, Finsbury sq, Dealer in Tools. July 13 at 3 at 40, Southampton buildings, Holborn. Cooper, Chancery lane.

Kirby, George Edmund, Eastcheap, Tea Dealer. July 22 at 2 at office of Farlow and Jackson, Benet pl, Gracechurch st.

Lane, Thomas, New North rd, Islington, Plasterer. July 21 at 12 at offices of Stopher and Rundle, Coleman st.

Little, Thomas, Baxendale st, Hackney rd, Boot and Shoe Manufacturer. July 22 at 3 at offices of Podmore and Harte, Moorgate st.

Lloyd, William, Lancaster, Rochedale, Licensed Victualler. July 21 at 3 at offices of Worth, Lower Gates, Old Market place, Rochedale.

McGeorge, John and Consett Elliott, Manchester, Engineers. July 20 at 3 at offices of Bootes and Edgar, Booth st, Manchester.

Miles, Frederick, Angmering, Sussex, Butcher. July 19 at 3 at the Bridge Hotel, Arundel. Buckwell, Ship st, Brighton.

Millward, Thomas, Knaver, Stafford, Grocer. July 15 at 11 at offices of Rogers and Jordan, High st, Stourbridge.

Mitchell, John Hoffe, the younger, Doreet, Farmer. July 23 at 11 at offices of Johns and Traill, Blandford.

Moulding, John, High rd, Tottenham, Wheelwright. July 21 at 3 at the Masons' Hall Tavern, Masons' avenue, Basinghall st, Ramney, Enfield.

Moxon, Henry, Oldham, Lancaster, Actor. July 20 at 3 at the King's Arms Hotel, Yorkshire st, Oldham. Davies, Oldham.

Neumann, Albert Adolph Otto Herrmann, City rd, Cigar Manufacturer. July 15 at 3 at offices of Lane, 5, Salters' Hall-court, Cannon st.

Orton, John, the younger, Higher Bellington, Chester, Farmer. July 14 at 3 at offices of Ponton, 125, Dale st, Liverpool.

Parr, Robert Dyas, Blackman st, Southwark, Ironmonger. July 19 at 3 at 11, Mansion House-chambers, Queen Victoria st, Dilton, Ironmonger-lane.

Prescot, James Arthur, Lower Broughton, near Manchester, Cab Proprietor. July 19 at 2 at offices of Addleshaw and Warburton, 15, Norfolk st, Manchester.

Pritt, Joseph, Preston, Lancashire, Innkeeper. July 14 at 11 at the County Court Office, Winckley st, Preston. Fryer, Preston.

Quin, Richard, Poland-street, Oxford street, Jew's Frame Maker. July 9 at 2 at offices of Gresham, Railway approach, London Bridge.

Richardson, Thomas, Birmingham, Provision Dealer. July 15 at 3 at offices of Jacques, Temple Hill, Birmingham.

Robinson, William, Bradford, York, Commercial Traveller. July 14 at 3 at offices of Last and Bettis, Bond st, Bradford.

Roebert, Paul, High st, Shorelitch, Picture Dealer. July 15 at 2 at offices of Hilbury, Billiter st, Boe, Edward, Swansea, Innkeeper. July 13 at 11 at offices of Thomas, York place, Swansea Sawyer, Frank Henry, Birmingham, Omnibus Conductor. July 15 at 10.15 at offices of East, Temple st, Birmingham Southwell, John, Cricketfield rd, Lower Clapton, out of business. July 14 at 4 at offices of Goodwin, Coleman st, Isaby Standen, Thomas, Sittingbourne, Kent, Town Carter. July 13 at 11 at offices of Gibson, High st, Sittingbourne Stimers, Robert, Selborne rd, Denmark hill, Financial Agent. July 19 at 12 at offices of Tippett and Co, Great St Thomas Apostle, Queen st, Stirling, John, Charles, and Francis William Macan, Gracechurch st, East India Agents. July 21 at 2 at the Cannon st Hotel, Cannon st, Linklater and Co, Walbrook Stocker, Thomas, Pwysorth, Devon, Gentleman. July 22 at 4.30 at the Stanhope Arms Hotel, Holsorth, Daw and Son Sullivan, John Charles, Blackheath, Kent, Bookseller. July 22 at 3 at offices of Robinson and Leslie, Coleman st, Harcourt, Mooregate st, Stauffer, Albert, Bognor-under-the-Blean, Kent, Grocer. July 14 at 2.30 at the Bull and Royal Victoria Hotel, High st, Rochester Johnson, Faversham Taylor, Thomas, York, Tobacconist. July 14 at 12 at offices of Wilkinson, St Helen's sq, York Theurer, Fritz, Tewkesbury rd, Stamford hill, Licensed Victualler. July 14 at 3 at offices of Tinkler, Regent st Thomas, Thomas Cales, Banbury, Oxford, Cutler. July 14 at 3 at offices of Pain and Hawtin, Bridge st, Banbury Tippin, George, Wythbold, Worcester, Wheelwright. July 15 at 12 at offices of Corbett, Avenue house, the Cross, Worcester Tompkins, Ebenezer, Mortimer st, Marylebone, Straw Plait Dealer. July 18 at 3 at offices of Heathfield and Son, Lincoln's Inn fields Toogood, Frederick, Westbury-on-Trym, Baker. July 13 at 12 at offices of Collins, Broad st, Bristol, Clifton and Carter, Bristol Trott, Thomas, Yarcombe, Devon, Builder. July 23 at 11 at the Old Angel Hotel, Taunton, Tweed Tushaw, James, Osborn pl, Spitalfields, Sawyer. July 15 at 3 at offices of Widdecombe, Metropolitan Chambers, Broad st Tuzon, Frank, Bristol, Grocer. July 16 at 12 at offices of Collins, Broad st, Bristol, Beckingham, Bristol Upshaw, William, jun., Sebastopol, Pontypool, Boot and Shoe Maker. July 13 at 12.30 at offices of Dauncey, Albion chambers, Newport Walker, James, Manchester, Insurance Agent. July 14 at 2 at offices of Slater, Heelis, and Co, Prince st, Manchester Walker, Joseph, Weston Hall, Chester, Farmer. July 23 at 11 at offices of Cooke, Temple Chambers, Oak st, Crewe Town Waring, Charles Henry, Clifton Wood, Bristol, Civil Engineer. July 14 at 12 at offices of Murly and Co, Old Post-office Chambers, Corn st Wheately, Herbert, Wymerswold, Leicester, Coal Merchant. July 15 at 11 at offices of Stevenson, Weekday Cross, Nottingham Wheeler, Francis, Brixton rd, Tobacconist. July 23 at 3 at offices of Luxton, Bedford row Whelan, James, Great Wild st, Lincoln's Inn-fields, Coal Merchant. July 15 at 2 at offices of Kelly, Molynieux Chambers, Goswell rd Whiting, Henry, Nottingham, Bricklayer. July 16 at 12 at offices of Bright, Town Club Chambers, Wheeler gate, Nottingham Wild, George, Chiddington, Surrey, Builder. July 12 at 3 at White Lion Hotel, Guildford, Burbridge, Guildford Wilton, Samuel John, High st, Camden Town, Tobacconist. July 10 at 2 at offices of Chapman and Co, Saint Swithin's lane Woodward, Francis Spooner, Great Saling, Essex, Farmer. July 22 at 11 at offices of Smoother, Baintree, Wrasse, William, Shirebrook, Donkey, Cowkeeper. July 19 at 3 at offices of Crouch and Stroud, Low pavement, Nottingham Wyke, Edward, Birmingham, Draper. July 15 at 3 at offices of East, Temple st, Birmingham Yates, William, Leicester, Publican. July 15 at 3 at White Hart Hotel, Haymarket Goode, Loughborough TUESDAY, July 6, 1880.

Baldwin, Daniel, East Dean, Gloucester, Collier. July 9 at 4 at the Lion Hotel, Cinderford, Jackson, Gloucester Darlow, Henry, Oldham, Lancaster, Pawnbroker. July 16 at 3 at offices of Clegg, Clegg st, Oldham Barratt, William, Elwin st, Hackney rd, Boot and Shoe Manufacturer. July 21 at 3 at offices of Barnett, Palmerston buildings, Old Broad st Baylis, John, Upper Park pl, Dorset sq, Oil and Colour Man. July 20 at 2 at the Creditors' Association, Arthur st, East, May and Co, Adelstide pl Beck, Benjamin, Wortley, Leeds, Innkeeper. July 19 at 3 at offices of Pullan, Bond st, Leeds Bell, Robert, and George Bell, South Shields, Brewers. July 17 at 11 at the Law Society, Royal Arcade, Newcastle-upon-Tyne. Duncan and Duncan, South Shields Bentley, Edward, and Arthur Kershaw, Derby, Stonemasons. July 21 at 3 at the Bell Hotel, Sadler gate, Derby. Hextall, Derby Blake, Charles Edward, Greenwich, out of business. July 26 at 4 at offices of Morphett and Littlejohn, King st, Cheapside. Terry, King st, Cheapside Bolton, Richard, Wainfleet All Saints, Lincoln, Plumber. July 17 at 2 at the Railway Hotel, Frisby, Lincoln. Thimberley and Son, Spilsby Brant, Charles, Landport, Hanis, Oil and Colourman. July 20 at 4 at offices of Feitham, Union st, Forres Bristow, Edward, Worth, Sussex, Licensed Victualler. July 16 at 4 at the Red Lion Inn, Turner's Hill, Worth, Burbridge, Guildford Bryce, George, Highgate, Wine Merchant. July 22 at 3 at offices of Tippett and Co, Gt St Thomas Apostle, Queen st Bryton, Herbert James, Kingstons-upon-Hill, Yeast Importer. July 16 at 13 at offices of Jacobs, County buildings, Kingstons-upon-Hill Carson, James William, Liverpool, Grocer. July 23 at 3 at offices of Newman, Sweeting st, Liverpool Conyers, William Harvey, Lambeth walk, Oil and Colourman. July 28 at 3 at offices of Carter and Clay, Queen st, Cheapside. Tideman, Finbsbury sq Crossland, John William, and Jim Crossland, Holmfirth, York, Masons. July 19 at 3 at offices of Ramsden and Co, John William st, Huddersfield Davies, Esau, Newborough, Anglesey, Draper. July 16 at 12.30 at the Queen Hotel, Chester, Dew, Llanegfui Dewnap, George, Ashton-under-Lyne, Lancaster, Wholesale Tea Dealer. July 21 at 3 at offices of Coates, Old st, Ashton-under-Lyne Dichtmont, George, Accrington, Lancaster, Painter. July 21 at 3 at the Commercial inn, Blackburn rd, Church, Sharples, Accrington Dossett, William, Croydon, Surrey, Greengrocer. July 16 at 11 at the Green Dragon Hotel, High st, Croydon. Dennis, Croydon Ellard, William, Northampton, of no occupation. July 16 at 11 at offices of Andrew, Market sq, Northampton Emerson, William, Liverpool, Mineral Water Manufacturer. July 21 at 2 at offices of Gibson and Co, South John st, Liverpool. Lupton, Liverpool Evans, Thomas, North st, Knightsbridge, Provision Dealer. July 16 at 3 at 40, Churton st, Pimlico, Dutton Eyles, George, Median rd, Lower Clapton, Solicitor's Clerk. July 20 at 3 at offices of Piddie, Guildhall Chambers, Basinghall st Earley, George, Church st, Stoke Newington, Boot and Shoe Maker. July 14 at 3 at the White St, Coleman st, Knight, Bow st Fowles, Henry, Birkenshaw, Chester, Confectioner. July 19 at 3 at offices of Thompson, Hamilton st, Birkenhead Freeman, William, Middleborough, Builders' Merchant. July 22 at 11 at offices of Robson, Linthorpe rd, Middleborough Gardiner, George, Redland, Bristol, out of business. July 20 at 2 at offices of Sibley, Exchange West, Bristol Geary, William, Isle of Man, Licensed Victualler. July 22 at 3 at offices of Loseby and Co, Market pl, Leicester Gelthorpe, William, Hasland, Derby, Farmer. July 16 at 3 at offices of Cutts, Market Hall Chambers, Chesterfield Gibbons, Thomas, Sunderland, Durham, out of business. July 19 at 3 at offices of Graham, John st, Sunderland, Trewthitt, Sunderland Grasemann, Carl, Belsize rd, Shipbroker. July 22 at 1 at the Guildhall Tavern, London, Denby Gray, Louisa, Chertsey, Surrey, Proprietress of Nursery Gardens. July 27 at 2 at the Railway Hotel, Chertsey. Heathfield and Son, Lincoln's Inn-fields Griffin, Isabella Elizabeth, Plympton Saint Mary, Devon. July 19 at 11 at offices of Square, George st, Plymouth Grunbust, Jacques, Durham, Iron Merchant. July 20 at 12 at Law Society's Rooms, Royal Arcade, Newcastle-upon-Tyne. Sabane and Graham, South Shields Hall, Joseph, Albion rd, Stoke Newington, Grocer. July 23 at 3 at offices of Fuller and Wise, Gresham st, Harwood and Stevenson, Lombard st Harbron, Thomas, Darlington, Durham, Boiler Smith. July 20 at 11 at offices of Clayhills, Coniscliffe rd, Darlington Harris, Lazarus, Chatham, Manchester, Watch Manufacturer. July 21 at 3 at offices of Nuttall and Son, John Dalton st, Manchester Hart, John, Middleborough, Grocer. July 18 at 11 at offices of Jackson and Jackson, Albert rd, Middleborough Hember, Eliza, Bristol, out of business. July 19 at 2.30 at offices of Parsons, High st, Bristol Heald, Thomas Hunter, Stockton-on-Tees, Grocer. July 19 at 3 at Wholesale Traders' Association, High st, Stockton-on-Tees Hoare, James Edward, Folkestone, Kent, Builder. July 26 at 1 at Guildhall Tavern, Gresham st, Harrison, Folkestone Humphry, Samuel, Bootle, near Liverpool, out of business. July 29 at 3 at offices of Bartlett, Dale st, Liverpool Hunt, William, Kingston-upon-Hull, Lighter Owner. July 14 at 3 at offices of Martinson, Exchange-buildings, Bowalley-lane, Kingston-upon-Hull Jeffrey, Charles, Birmingham, Boot Maker. July 16 at 3 at offices of Burton, Union Passage, Birmingham Jessop, Robert Samuel, and Matthew John Jessop, Holborn Viaduct, Wholesale Jewellers. July 15 at 2 at the Inns of Court Hotel, Holborn, Holborn, Holborn Viaduct Juggins, John, Oxford, Hatter. July 23 at 12 at offices of Hester, St Aldate's st, Oxford Kane, James, Jarrow-on-Tyne, out of business. July 17 at 3 at offices of Wawa and Smith, Barrington st, South Shields Kenyon, Thomas, Accrington, Lancashire, Joiner. July 19 at 3 at the Railway Hotel, Blackburn rd, Accrington, Sharples, Accrington Knight, Thomas, Bridgewater, Somerset, Joiner. July 15 at 11 at offices of Chapman, High st, Bridgewater Knowles, Newbiggin, Cumberland, Farmer. July 21 at 2 at offices of Arnison, St Andrew's place, Penrith Lancaster, Robert Newton, Walsall, Stafford, Ironmonger. July 17 at 12 at offices of Baker, Bridge st, Walsall Lee, William, Shambles, Worcester, Butcher. July 16 at 11 at offices of Allen and Beauchamp, Sansome place, Worcester Linnett, John, Romford, Essex, Farmer. July 21 at 2 at the White Hart Hotel, Romford, Bradley Lyne, Edwin, Walsall, Stafford, China Dealer. July 16 at 12 at offices of Bill, Bridge st, Walsall Marah, Joseph, Domington, Salop, Butcher. July 20 at 3 at offices of Nuttall, St John's Hill, Shrewsbury Mather, Charles, Tewkesbury, Gloucester, Common Brewer. July 17 at 11 at offices of Moores and Romney, Tewkesbury McGeorge, John, and Consett Elliott, Cheetham, Manchester, Engineers. July 20 at 4 at offices of Bootle and Edgar, Booth st, Manchester Mill, Walter, Falkland rd, Kentish Town, Clerk. July 17 at 10 at offices of Haddon and Co, Chancery Lane Money, John, High Wycombe, Buckingham, Ironmonger. July 19 at 3 at offices of Scott and Barham, King st, Cheapside Murray, David Thomson, Newcastle-upon-Tyne, Clothier. July 15 at 2 at offices of Charters and Co, Grainger st, West, Newcastle-upon-Tyne

Mustey, James, Clifton, Bristol, Lodging-house Keeper. July 16 at 12 at offices of Benson and Carpenter, Bank chambers, Corn st, Bristol.
 Needham, John, Liverpool, Tobaccocon. July 19 at 3 at offices of Ponton, Dale st, Liverpool.
 Nield, Edwin, and Robert Winterbottom, Roydon, Lancaster, Cotton Spinners. July 20 at 3 at offices of Needham and Co, York st, Manchester.
 Oaks, Edward, Leadenhall market, Butcher. July 23 at 3 at the Guildhall Tavern, Gresham st. Finch, Borough High at Parkin, Henry Halliday, and George Thomas Grey, Kingston-upon-Hull, Joiners. July 14 at 3 at offices of Summers, Manor st, King-
 upon-Hull.
 Parkin, William, East Markham, Nottingham, Butcher. July 16 at 11 at offices of Marshall, Chapel gate, East Retford.
 Phillips, Joseph, John Campbell rd, Kingsland, out of business. July 20 at 3 at offices of Barnett, Palmerston buildings, Old Broad st.
 Powell, William Bassett, Cleve, Somerset, Clerk in Holy Orders. July 19 at 12 at offices of Meade-King and Bigg, St Steven st, Bristol.
 Preese, Richard, Birkenhead, Chester, Chemist. July 20 at 11 at offices of Hill and Dickinson, Water st, Liverpool.
 Price, Alfred Watkins, Boston, Lincoln Beer Merchant. July 14 at 3 at the Peacock Hotel, Boston. Digby and Evans, Malden.
 Radley, Frederick John, and John Henry Maw, Wandsworth rd, Linen Drapers. July 20 at 2 at the Incorporated Law Society, Chancery lane. Oldman, Serjeant's inn, Chancery lane.
 Reading, Thomas, Barford, Warwick, Baker. July 9 at 2 at offices of Sanderson, Church st, Warwick.
 Richards, George Philip, Bideford, Devon, Saddler. July 23 at 12 at offices of Thorpe, Castle st, Barnstaple.
 Richardson, Charles, Forest Gate, Essex, Stay Manufacturer. July 16 at 12 at offices of Plunkett and Leader, St Paul's church, Ward.
 Robinson, Joseph Nutt, Leicester, Butcher. July 20 at 11 at offices of Bland, Church st, Hinckley.
 Sewell, Nathaniel Price, High Holborn, Licensed Victualler. July 30 at 12 at offices of Hudson, Furnivals inn, Holborn.
 Simpson, Richard, Armley, Leeds, Grocer. July 19 at 3 at offices of Raper, East Parade, Leeds.
 Smith, Sarah Ellen, Bradley, York, Quarry Owner. July 16 at 3 at Craven Hotel, Skipton, Paiget, Skipton.
 Bow, William, jun., Frankfort terrace, Harrow rd, House Furnisher. July 27 at Guildhall Tavern, King st. Tilley, Archurch yd.
 Stockwell, John Alfred, St. John's rd, New Cross, General Con-
 tractor. July 25 at 3 at offices of Bristow and Shepherd, Cannon st Thomas, George, Presteign, Radnor, China Dealer. July 20 at 1 at 14, Bridge st, Kingston. Cheese.
 Thomas, John, Glyncoursing, Glamorgan, Boot Maker. July 16 at 11 at offices of Davies, Alma pl, Neath.
 Tinker, Thomas John, Willow Vale, Shepherd's Bush, Builder. July 19 at 3 at offices of Ruddle and Brown, High Holborn.
 Warburton, John, Bootle, Lancaster, Hatter. July 17 at 11 at offices of Lowe, Mount pleasant, Liverpool.
 Waddle, Martin Cook, Middlesborough, Chemist. July 15 at 11 at offices of Robson, Linthorpe rd, Middlesborough.
 Waterhouse, Joseph, Burnley, Lancaster, Boot and Shoe Dealer. July 20 at 3.30 at the Golden Lion Hotel, Briggate, Leeds. Hud-
 son, Burnley.
 Watson, John, Perserval, Scott's chambers, Pudding lane, Wine Merchant. July 26 at 3 at offices of Wood and Wootton, Fish st hill.
 Wayling, George Chaplin, Bury St Edmunds, Surgeon Dentist. July 27 at 12 at Guildhall, Bury St Edmunds. Salmon and Son, Bury St Edmunds.
 White, Thomas Repton, Upper Park st, Barnsbury, Journalist. July 16 at 3 at Inns of Court Hotel, High Holborn. Ruddle and Brown, High Holborn.
 Whitley, William, Kennington rd, Boot and Shoe Maker. July 16 at 4 at 66, Chancery lane.
 Whitaker, Samuel, Rochdale, Lancaster, Licensed Victualler. July 16 at 3 at offices of Molesworth, Central chambers, the Walk, Rochdale.
 Wilkinson, John, Pendleton, Lancaster, Joiner. July 19 at 3 at offices of Fox, Princess st, Manchester.
 Willcox, Henry, Stapleton, Gloucester, Builder. July 16 at 2 at offices of Siby, Exchange West.
 Willis, George William Crick, George lane, Essex, Builder. July 16 at 3 at offices of Davies, Basinghall st.
 Wylie, Alexander Coghill, Temple gardens, Temple, Barrister-at-
 law. July 17 at 12 at offices of Burn, Clement's lane.
 Young, William, Leeds, Grocer. July 16 at 3 at offices of Wells, Cookridge st, Leeds.

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